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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Law of Property Consolidation Bills.

IT WILL BE seen from the answer given by the Prime Minister to Mr. FOOT, which we print under "In Parliament," that the Real Property Consolidation Bills are to be proceeded with this session. Mr. RAMSAY MACDONALD did not, however, state whether the coming into operation of the Law of Property Act, 1922, is to be postponed. As matters stand, it is fixed to commence next January, but, considering the probable size of the Consolidation Bills and the time required for their consideration, and also for the profession to become familiar with them when they have been passed—it seems hardly possible that the new system can be put in operation in ten months' time. The consolidation must include the Conveyancing Acts, the Settled Land Acts, the Trustee Acts, and the Land Transfer Acts, and it is possible that it will include other Acts. And, preparatory to this, there will have to be an Act making the alterations in the Act of 1922 which have been found to be necessary. It may be presumed that a decision has now been made as to the postponement of the new system, and it would be convenient if this could be announced without further delay. As a matter of fact, the new consolidating Judicature Act just introduced into the House of Lords by Lord MUIR MACKENZIE, which incorporates certain provisions of Lord BIRKENHEAD'S Act, postpones their operation until 1st January, 1926, and therefore, presumably, the other and more important consolidating bills will do the same.

The New Solicitor-General for Scotland.

MR. FENTON, who has been appointed Solicitor-General for Scotland, has not hitherto been known as a political supporter of Labour, and it is presumed that he accepts office on the same non-partisan terms as the Lord Advocate. Although, of course, less eminent than Mr. MACMILLAN, the new Solicitor-General is

a practitioner of experience and standing in Parliament House who has achieved success in several branches of practice; his general record has resembled in some ways that of Sir HENRY SLESSER. He is a sound commercial lawyer, a good conveyancer, and something of an authority on industrial law and workmen's compensation practice—three rather dissimilar branches which in England would be relegated to distinct specialists, but in Scotland, where there is little or no specialising at the Bar, are not infrequently found in the same hands. Mr. FENTON is a shrewd, clear-headed Scot, rather of the type known as "canny," perhaps a trifle "dour"; he is a formidable and tenacious fighter as an advocate, but, like many tenacious fighters, slow to enter into a fight if an action can be reasonably settled. Although not a partisan in politics, he is understood to be a *persona grata* with miners and shipbuilders owing to his frequent appearance as an advocate in cases specially affecting workmen, just as in the days before his appointment to the High Court Bench, Mr. Justice SANKEY, although a Conservative, was popular with the Welsh miners in whose cases he was invariably briefed. Mr. FENTON'S appointment is probably, therefore, somewhat of a concession to Clydeside sentiment, which is undoubtedly annoyed by the appointment of so conspicuous a Conservative as Mr. MACMILLAN to the important office of Lord Advocate.

Mr. Holman Gregory and the Dock Strike Enquiry.

THE SELECTION of Mr. HOLMAN GREGORY, K.C., as Chairman of the Industrial Commission of Enquiry into the Dock Strike, a post which on the occasion of the last Enquiry was filled by Lord SHAW, will be generally regarded as a happy augury of the impartiality which the Labour Government intend to preserve in labour disputes. Mr. GREGORY, we need hardly say, was formerly a solicitor, but came to the Bar nearly thirty years ago and rapidly rose to the position of a favourite leader on the King's Bench side. Sitting in Parliament from 1918 to 1922 as a Coalition Liberal member, he was generally expected on at least two occasions to be next in succession for the Solicitor-Generalship; but political accidents deprived him of the prize. In 1918, when Lord BIRKENHEAD became Chancellor and Sir GORDON HEWART Attorney, it was expected that Mr. GREGORY would be offered the Solicitorship, but this appears not to have been done, solely because the balance of office between Liberals and Conservatives in the Ministry compelled the appointment of a Conservative. Later on, when Sir GORDON HEWART became Lord Chief Justice and Sir ERNEST POLLOCK Attorney, Mr. GREGORY seemed certain of promotion; but in the meantime an anti-Liberal reaction had set in which compelled Mr. LLOYD GEORGE to give all vacancies to Conservatives. Mr. HOLMAN GREGORY is not only a sound and conscientious lawyer, but he is one of the few present-day leaders who can be really eloquent as an advocate; he is moreover a man of sympathetic and persuasive personality. It is to be hoped that these gifts may avail to bring peace to the troubled waters of our present industrial conflicts. Since these lines were sent to the press we are glad to learn that a settlement of the Dock Strike is in sight.

The Statutory Authority for the Dock Enquiry.

THE STATUTORY authority under which the Dock Strike Enquiry was appointed is Part II of the Industrial Courts Act, 1919. This Act was introduced into the House of Commons just before 21st November, 1919, on which day there expired the provisions of the Wages (Temporary Regulation) Act, 1918, which itself had possessed an extended life. The result was that all provisions for the payment of prescribed war rates of wages and for compulsory resort to the Interim Court of Arbitration came to an end on that date. Some modified provisions for conciliation in trade disputes were obviously necessary; and it was to provide these that a new Act was passed. Its objects were (1) continuation of the stabilization of wages until 30th September, 1920—a provision which has now long since spent its force; (2) the provision for a standing court for the settlement of industrial disputes; and (3) a provision for judicial enquiry and report into the causes and circumstances of apprehended or existing trade disputes. Part I sets up the "Standing Industrial Court," which only has jurisdiction when either the parties (or in certain cases, the Minister of Labour) refers matters for settlement to one of its divisions: Industrial Court Act, s. 3 (2) (3) (4). Part II sets up Courts of Enquiry, whose function is to report impartially on disputes which neither the parties nor the Minister (where he has powers) refer to the Industrial Court; in such cases the Court of Enquiry investigates and reports, but can give no decision binding on the parties: *ibid.*, s. 4. The Minister of Labour is empowered to and has in fact enacted Rules of Procedure for such Courts of Enquiry which can (1) enforce the attendance of witnesses, (2) compel the production of documents, and (3) furnish interim reports to the Minister to be laid before Parliament: *ibid.*, ss. 4 (4), (5), and 5 (1) (2).

The Irish Judicature Changes: A Scottish Precedent.

OPINION IN Scottish legal circles, we understand, is not so critical of President COSGRAVE'S "Decentralization" of the Irish Courts as is that of English barristers. Throughout the Inns of Court the gloomy vaticinations expressed by Lord Justice O'CONNOR, whose letter to *The Freeman* we printed recently, *ante*, p. 24, are generally shared. It is assumed that the new system must lead to the sub-division of the Irish Bar into a multitude of local and provincialized groups of practitioners, the destruction of its prestige, and the departure from Dublin of that galaxy of learned and witty lawyers who in the eighteenth and nineteenth centuries gave to the Irish capital its tone of brilliancy and intellectuality. Scots advocates, however, are taking a very different point of view. They remark that, as a matter of fact, the new Irish system is not much more than a copy of the Scottish legal structure as it has existed ever since James V reformed the Court of Session on French models in 1532; yet no bar is less localized, less provincialized, possesses more prestige in its national capital, and stands higher alike in social and intellectual reputation than does the Scottish. Of course, it does not follow that the same causes will have similar effects in Catholic Ireland and in Calvinist Caledonia. But at any rate it does appear that "Decentralization" is not essentially and of necessity fatal to the existing organization of the Bar. President COSGRAVE'S changes may be compared briefly with the Scots system. He proposes to set up local district courts, with practically unlimited jurisdiction in civil matters and wide criminal jurisdiction in counties and important towns; this is practically the Scottish system of Sheriff-courts. He proposes to turn the Irish Supreme Court at Dublin into little more than an appeal court; but the Scots Court of Session is, in practice, chiefly a court of appeal from the Sheriffs within whose jurisdiction all except a few special classes of actions, *e.g.*, divorces, are normally commenced. Again, it is proposed to make barristers and solicitors equally eligible for local judgeships; this already exists north of the Tweed, where a number of Sheriff-substitutes are writers, not advocates. Lastly, barristers and solicitors are to be given equal audience in these local courts; but they have always been on this footing in the Scottish Sheriff-courts. It is permissible, therefore, to believe that President COSGRAVE'S experiment is less revolutionary than it seems.

Lost Identity of Reconstructed Dwelling-houses.

A LEARNED correspondent discussed in an interesting letter last week, *ante*, p. 382, our article on the decision of the High Court in *Stockham* v. *Easton*, *ante*, p. 360. The point of that case, it will be recollected, turns on the status of a flat in a partially reconstructed house pending the completion of its reconstruction into separate self-contained flats. It is common ground to all parties in this controversy that the house in question, which consisted of four floors, would have been—and ultimately,

in fact, was—reconstructed into four "separate self-contained flats" when the total reconstruction of the house was completed; from that date on, each of these four flats was outside the protection of the Rent Restriction Act of 1920 as a flat in a house which has been reconstructed into two or more separate self-contained flats: *ibidem*, s. 12 (9). But at the date of the letting only one floor had been converted into a self-contained flat; this flat was let, and the court in fact found that it was a "new house" so as to be excluded from the operation of the Act. Our correspondent ingeniously suggests that the Divisional Court could have saved themselves the trouble of considering whether this floor was or was not a "new house" by holding that the flat became a "separate self-contained" flat at the date when it was so converted, with the result that no right of apportionment as between it and the rent of the house would exist after the complete alteration had been made. We do not follow this argument. At the date of *partial* reconstruction the whole house had indeed been converted, as our correspondent truly says, into one self-contained flat and a tenement consisting of the remaining three floors: but such a house clearly has *not* been reconstructed into "two or more separate self-contained flats." One flat *plus* one tenement house are not equivalent to two [or more] self-contained flats. Therefore s. 12 (9) does not apply at the date of partial reconstruction; it does apply, of course, when the whole reconstruction into four flats has been carried out; that was not in question, and is not material, since the letting took place long before that stage. Presumably, therefore, the Act still protected the flat when it was first let to the new tenant, and therefore he then acquired a right to "apportionment"—unless, as the court in fact held, this flat had become a "new house," in which case it is excluded from the protection of the Act whatever happens or does not happen to the rent of the house. We do not quite see how this right to apportionment, had it once existed, could be lost by an act of the landlord for which the tenant is not responsible. Probably it was reasoning of this kind which compelled the court to reject our correspondent's tempting—but, it is submitted, doubtful—short route to the same conclusion which it in fact reached more circuitously.

Counter-claims in Discontinued Actions.

THE PRESIDENT'S decision in the *Saxicava*, on which we commented, *ante*, p. 334, has now been upheld, as we anticipated, in the Court of Appeal: *Times*, 14th inst. The question was whether in a High Court action which is discontinued by the plaintiffs before pleadings are either delivered or ordered the defendants can insist on keeping the action alive for the purpose of setting up a counter-claim of which they have given informal notice to the plaintiffs, or at any rate which the plaintiffs know they intend to set up. Had there been pleadings, and had the defendants delivered their defence and counter-claim, no difficulty would have arisen; in such circumstances the plaintiffs can discontinue the action on giving notice of their intention to do so, but such discontinuance does not prevent the defendants from insisting on trial—in that action—of the counter-claim. This is clear from the provisions of Order XXI, r. 16, which is in the following terms: "If, in any case in which the defendant sets up a counter-claim, the action of the plaintiff is stayed, discontinued, or dismissed, the counter-claim may nevertheless be proceeded with." This rule was enacted, of course, to give full effect to the new status, that of counter-claim, conferred by s. 24 of the Judicature Act, 1873, in what previously had been a special kind of cross-action. But the defendants desired to put a very sweeping construction on r. 16, and to suggest that it is not in any way limited to counter-claims actually "set up" in the pleadings, but may include also a counter-claim of which the plaintiffs have otherwise adequate notice. In the particular circumstances, it will be recollected, a collision between a Greek and an English vessel had taken place in the territorial waters of Gibraltar, and the Greek vessel had been sunk, so that no action *in rem* was possible against it, and no action *in personam* possible against its owners in the English courts. But the Greek owners had taken proceedings *in rem* against the English ship, first in Gibraltar (afterwards discontinued) and then in England, so that a counter-claim *in personam* was possible in accordance with our procedure. Were this action discontinued, the English owners would have no remedy in our English courts against the Greeks. It was therefore vital to them to maintain this action in being, and to do so they had to put the wide meaning for which they contended on "setting up" a counter-claim. The only other relevant rule, Order XIV, r. 4, which relates to summary proceedings where pleadings are *primâ facia* dispensed with, allows a counter-claim to be set up "by affidavit" of the defendant. But neither r. 16 of Order XXI nor r. 4 of Order XIV give any countenance to the view that counter-claims can be "set up" otherwise than by some authorized step in pleading, whether formal pleadings or affidavits in lieu thereof where the proceedings are summary. Hard cases make bad law; and the Court of Appeal felt it necessary to abstain from giving point to this maxim. So the right to compel continuance was negatived.

Appeals Based on Surprise.

THAT APPLICATIONS for arbitration in Workmen's Compensation cases may be attended with wholly unexpected developments, which, if they could be foreseen, might well cause those who contemplate making such applications to hesitate before doing so, is well illustrated by the recent case of *Golden* v. *Swift of Coventry, Ltd.* (not yet reported), where, however, the result was, under the particular circumstances, attended by expressions of regret both in the House of Lords and in the Court of Appeal. The workman in that case had received a blow on the right cheek in the course of his employment. After having his wound dressed he was able to return to work on the same day and continued at his work for four months, when he had a stroke and died. A post-mortem examination showed a large hæmorrhage on the brain. The widow made an application for compensation, and the county court judge, after hearing the evidence of eminent medical experts on behalf of the employers to the effect that the hæmorrhage could not have been caused by any external injury, made an award in favour of the employers. Thereupon the widow appealed on the ground of surprise and sought to introduce fresh evidence to contradict that upon which the county court judge had based his decision. The Court of Appeal dismissed the appeal, and Lord STERNDALE, in giving judgment, said (16 B.W.C.C., at p. 42): "The application is based on the ground of surprise, but there is no foundation for it. The only surprise suggested is that medical evidence was called for the respondents. I should have thought they would have been far more surprised if no such evidence had been called. There is no ground for the application at all." Lord BIRKENHEAD, in the course of his speech said that the short answer was that if the appellant's legal advisers were taken by surprise they had no right to be; that their proper course was to have applied to the county court judge for an adjournment, and that if that course had been taken he (Lord BIRKENHEAD) could not have doubted that the judge would readily have granted an adjournment. Expert medical evidence is, admittedly, as liable to contradiction as that of most kinds of expert evidence, and if a county court judge were to be hampered in his discrimination with regard to the acceptance of medical testimony, he would be greatly impeded in the execution of his duties. The moral to be drawn from this case, as applied to legal proceedings generally, seems to be that a litigant who, failing at the time to appreciate the tactics of his opponent, refrains from making a protest until an adverse decision has been given and then appeals on no stronger ground than that he has been taken by surprise, must expect short shrift in proceedings before a higher tribunal.

The Rule of *Res Ipsa Loquitur*.

A SOMEWHAT novel application of the principle usually expressed in the Latin maxim, *Res ipsa loquitur*, led the Court of Appeal to allow a new trial on the ground of misdirection by Mr. Justice

DARLING, in *Union Jack Photo Plays, Limited* v. *Gaumont Company, Limited, Times*, 6th inst. The plaintiff company had arranged with the defendant company to cut down a piece, consisting of ten cinematograph reels, and re-assemble five reels as a new piece; the ten reels were duly delivered to the defendants for this purpose, and some of them went a-missing. The question arose as to who was responsible for the loss of the missing pieces; the plaintiffs claimed against the defendants for the value of the reels on three alternative grounds, either (1) breach of an implied obligation in the contract to return the reels, or (2) detention without lawful right of the reels not returned, or (3) conversion of these reels. The issue in substance boiled down to the simple question whether there was any evidence that the defendants had been guilty of negligence in allowing the reels to go missing. *Primâ facie*, the bailee of an article for a special purpose must use due diligence to keep it safely, and the onus lies on him to show that he has done so; if he loses the article bailed there is a *primâ facie* presumption of negligence in accordance with the rule *Res ipsa loquitur*. Mr. Justice DARLING had directed that the onus was on the plaintiffs to prove an act of negligence; this view the Court of Appeal declined to accept and, therefore, they ordered a new trial.

Acceptance of Rent after Writ Issued.

A VERY INGENIOUS suggestion is made by a learned writer in the current *Law Quarterly Review*, 1924, p. 14, in commenting on Mr. Justice RUSSELL'S decision in *Civil Service Co-operative Society, Ltd.* v. *McGrigor's Trustee*, 1923, 2 Ch. 347. In that case, a landlord issued a writ claiming forfeiture of a lease for breach of covenant. After the issue of the writ his agent sent in a demand for the rent due; this was tendered, and he accepted the same. The defence pleaded that this acceptance amounted to a waiver of the forfeiture; but the learned judge held that the issue of the writ amounted to an election to treat the lease as forfeited, and that no subsequent demand for rent could either (1) rescind the election [*Quod semel in electionibus placuit amplius displicere non potest*], or (2) amount to a novation of the tenancy by waiver, or (3) estop the landlord from relying on the forfeiture. Our contemporary, however, suggests that the defendant might have counter-claimed, setting up a new implied tenancy arising out of the demand and acceptance of rent: *Freeman* v. *Evans*, 1923, 1 Ch. 36. But the reply at once suggests itself: acceptance of rent *already due* does *not* imply a new tenancy, only an old one—and that is at an end by forfeiture.

Strict Settlements of Money.

THE settlement of moneys to be held by the trustees as if the same were capital moneys arising under the Settled Land Acts from a sale of settled freeholds does not operate to make those moneys property that will pass under successively limitations of estates tail. In other words moneys cannot be entailed by the mere device of constituting them notionally capital moneys. Many conveyancers had fully realised this fact long prior to the decision of the late Lord PARKER in the case of *Re Walker*, 1908, 2 Ch. 705. But his lordship's decision in that case appears to put the matter beyond all reasonable doubt. The decision in that case has in effect been affirmed by the Court of Appeal in the recent case of *In re Twopeny's Settlement: Monro* v. *Twopeny*, reported elsewhere.

In order effectually to settle money so as to cause it to run with an entail, passing for instance from tenant in tail to tenant in tail by descent, it is necessary to create an imperative trust for the conversion of the money into fee simple lands. On the principle that equity regards as done that which ought to be done, the money becomes real estate, and the estates tail limited in the settled realty are applicable to the money from the outset. But to work this notional conversion there must be an imperative trust to lay out the money in the purchase of real estate. If the conversion is not imperative there is no notional conversion from the outset.

If money is given to trustees upon trust to apply it as if it were capital money, there is no imperative trust for conversion from the outset. The reason for this lies in the fact that it is open to the tenant for life or for those who exercise the powers of a tenant for life under the Settled Land Acts to direct the investment of capital money in the purchase of leaseholds. Under s. 21 of the Act of 1882 capital money arising under the Acts is required to be invested or applied in certain alternative ways. One of these ways is the purchase of land of leasehold tenure held for sixty years or more unexpired at the time of purchase. By s. 24 of that Act it is provided that land acquired by purchase shall be made subject to the settlement in manner directed by that section, and that section provides that leasehold land shall be vested in the trustees on trusts and subject to powers and provisions corresponding, as nearly as the law and circumstances permit, with the uses, trusts, powers and provisions to, on and subject to which freehold land is to be conveyed under that section; but so nevertheless that the beneficial interest shall not vest absolutely in a tenant in tail by purchase who dies an infant.

The effect, therefore, of the statutory provisions in relation to the application and investment of capital moneys is to allow of the capital money being invested in the purchase of leaseholds held for years, which constitute personal estate. The Act contemplates the vesting of that personal estate in the first tenant in tail by purchase on his attaining his majority. In other words the Act makes it optional, at the instance of the investing party, whether the capital moneys are to continue to pass with the entailed realty, or are to pass out of the settlement, as personal estate. Herein lies the infirmity of the mode of settling moneys as if they were capital moneys. The imperative trust for conversion is lacking.

The first tenant in tail by purchase takes the personalty settled by reference to the limitations of the settled realty, where there has been no effective notional conversion of that personalty into realty. Ordinarily he would take the personalty on his birth. It had long been the practice of conveyancers to insert a clause preventing the vesting of such personalty in any tenant in tail by purchase who died under the age of twenty-one, and the framers of the Act of 1882 adopted this clause. Whether it was appreciated, when that Act was passed, that the tenant for life, or whoever had the power to direct the investment or application of capital moneys, could under the Act alter the destination of the settled property, may be doubted. But in point of practice the purchase of leaseholds out of capital moneys is not a common mode of application.

It would now appear to be no longer open to question the soundness of Lord PARKER'S judgment in *Re Walker, supra*. His lordship, in effect, laid it down that it was not competent in a settlor to settle money so as to devolve with entailed lands except by creating an imperative trust for conversion; and that, for the reasons intimated above, no imperative trust for conversion is created by merely directing the trustees to hold the moneys as if they were capital moneys arising from a sale of the settled freeholds. It may now be too late in the day to suggest that the effect of the Act of 1882 was to destroy the possibility of settling moneys to run with entailed lands, even by means of an imperative trust for conversion. It is, however, a point of some interest that an argument to that effect might with considerable show of reason be based on the provisions of s. 33 of the Act.

It would seem that under s. 33, moneys settled even with an imperative trust for conversion can in fact be applied as capital moneys. In other words, notwithstanding the imperative trust for conversion of the money into freehold land, the money can rightfully be applied in the purchase of leasehold property, and as such would pass out of the settlement on the tenant in tail attaining his majority, subject, of course, to the tenant for life's interest. This would appear to frustrate entirely the imperative

trust for conversion. No doubt it is a mere power, but why should this statutory power not of itself destroy the notional effect of the imperative trust for conversion? By statute it is optional whether the trust for conversion, however imperative it may be, be ever executed. Had the settlor or testator himself, in framing the trust for conversion, allowed the execution of it to be optional at the instance of some other person, then, on the authorities, that trust for conversion is not such as would work a notional conversion of the money into land. Why, therefore, has the statute not frustrated the notional conversion?

Rates Reduction and the Rent Restriction Act.

[By a Legal Correspondent.]

It has often been observed that points which must be of every-day occurrence in the county courts seem to take a very long time before they come by way of appeal to the Divisional Court. A most striking example of this is the question whether a landlord who has raised the rental of a protected house so as to include the increased rate he has had to pay since the date of letting is bound to reduce the rent again on a reduction of the local rates. As a matter of fact, county court judges have considered the question in hundreds of actual cases, and have expressed the most diverse opinions. Yet *Strickland* v. *Palmer*, *Times*, 9th February, is the first reported decision upon the point; it is a decision of the Divisional Court.

Where, in the case of any dwelling-house within the protection of the Increase of Rent and Mortgage Interest (Restrictions) Acts, the tenancy agreement or a compounding arrangement with the appropriate local authority imposes on the landlord the burden of paying rates, the amount of permitted increase on the standard rent includes the amount of the rates so paid: Act of 1920, s. 2 (1) (*b*). The expression "rates" is defined in the statute as including water rents and charges: *ibid*, s. 12 (1) (*d*). It has been held in a recent case, however, that "rates" for this purpose does not include improvement rates levied under special local Acts which incorporate the Towns Improvement Clauses Act, 1847, for such improvement rates are primarily chargeable on the owner, and not—like poor rate or water rate—on the occupier: *Cork Improved Dwellings Co.* v. *Barry*, 1919, 2 I.R. 244. This case was decided under s. 1 (iv) of the Act of 1915, which referred to "rates chargeable on the occupier," an expression which was omitted from s. 2 (1) (*b*) of the Act of 1920, *supra*. It is therefore doubtful how far such improvement rates are now outside the Act; but the opinion of text-book writers seems to be that they still remain outside it, since s. 2 (1) (*b*) expressly mentions "water rates," and therefore must be deemed to exclude other rates not mentioned in accordance with the well-known principle *expressum facit tacitum cessare*: Wilkinson, 3rd ed., p. 33.

Any increase in rates demanded of the landlord and payable by him is deemed to remain a sum payable by him until the next demand for rates: Act of 1920, s. 12 (1) (*d*), and therefore the landlord can carry over the increase until the next rating period, when he can add it on to the rent. Only a proportionate amount of the increase in the current rate, however, is capable of being added to the rent, and in the case of a broken period, this proportion is arrived at by the obvious method of dividing the amount of the increase by the number of weeks in the rating period. An actual reported case will illustrate this so as to make the abstract principle clearer: *Cardiff Corporation* v. *Isaacs*, 1921, 37 T.L.R. 649. Here two houses, let on weekly tenancies, rates being payable by the landlords, were assessed for half-yearly periods, terminating respectively on 31st March and 30th September. A new rate made on 17th May exceeded that payable for the previous half-yearly period by £1 18s. 11d. On that date the landlords served the statutory notice to increase the weekly rent by 1-19th, as from 15th June, 1920, the date on which the notice expired. In other words, the landlords claimed to increase the weekly rates by a sum arrived at in this way: they divided £1 18s. 11d. by the total number of weeks elapsing between 17th May, 1920, and 30th September, 1920, the date of the rate and of the next rating period respectively. The Divisional Court, however, held that this basis was wrong. The sum of £1 18s. 11d. must be divided by twenty-six, *i.e.*, the number of weeks in the half-yearly period. It became payable for the first time on 15th June, and lasted, not until 30th September, but until the next rate was demanded. It must also be borne in mind that rental can be increased only in respect of current half-yearly increase, not rates in arrear; the landlord cannot allow the rates to run for a year or two and then charge the whole increase to the tenant: *Sutton* v. *Hollerton*, 1918, W.N. 237.

These principles must be borne in mind when one comes to consider the difficult question as to whether or not, once rates have been increased, and then a new demand reduces them once more, the landlord can be compelled to reduce the rental by the proportionate sum. The statute is quite silent on the point. The relevant provision is s. 2 (1) (*b*) of the Act of 1920:—

> "The amount by which the increased rent of a dwelling-house to which this Act applies may exceed the standard rent shall, subject to the provisions of this Act, be as follows:— . . . (*b*) an amount not exceeding any increase in the amount for the time being payable by the landlord in respect of rates . . ."

This wording certainly seems to imply that the *quantum* of increased rental in respect of rates, at any time, is to be the exact amount [or rather, not more than the exact amount] which the landlord has himself to pay in respect of a rate demand made on him. This seems rather strengthened by the methods of apportionment and calculation we have just discussed: their object is to secure that the exact proportionate amount of the increase, neither more nor less, shall be the maximum chargeable on the tenant. This view is taken by the text-book writers: see Wilkinson, p. 35. It was suggested by the late Lord Sterndale in *Sutton* v. *Hollerton*, *supra*, but he did not decide the point, which did not arise in that case.

But in *Strickland* v. *Palmer*, *supra*, a Divisional Court, consisting of Shearman and Acton, JJ., have refused to accept this view, and have, in fact, decided that the landlord is under no obligation to reduce a statutory rent when once he is lawfully authorized to raise it. The reasons given by the first-named judge for this decision can best be stated by quoting at length his own words:—

> "The question . . . had never arisen before, and he could not find a word of authority on it. It was said that if the landlord could charge a greater amount when the rates went up, the tenant should have the benefit when they went down. There was a good deal to be said for that view from the standpoint of ethics, but they had only to consider the meaning of the Act. The possibility ought to have been before the mind of the framers of the Act, but it was not. The object of the Act was the protection of the tenant, and excess of rent over the standard rent was made irrecoverable, but this part of the Act gave the landlord a certain relief. Under stringent conditions—how stringent was well known to all who had to administer the Acts—he could give notice to quit and to increase the rent by a certain proportion. He could, if the rates had gone up, charge an increased rent, and became the landlord under a renewed implied tenancy. He (his Lordship) looked in vain for any provision saying that that tenancy was for a limited time, or came to an end on the happening of any contingency. In the case of non-repair the tenant could apply to the Court, but there was no provision that, in case of increase of rent, the tenant might come again, or that the landlord need serve a fresh notice: once the right to the increase had accrued there was nothing in the Act to terminate it, and there was no provision for its decrease automatically with the fall of rates. In s. 2 (1) (*b*) the words "for the time being" occurred. It was argued that that was not the same as "at the time being," but he could not distinguish the two phrases so as to find in the distinction a scheme for reducing the rent."

The argument thus elaborated by the learned judge is weighty. But it seems to overlook a point which is not one of mere "abstract ethics"; but of the light thrown by the context of the Act on the interpretation of this ambiguous clause. As we have seen, other sub-sections and phrases of this Act, quoted above, have indicated a fairly clear intention that the exact increase only is to fall on the tenant; this is done *inter alia* by providing in

s. 12 (1) (*d*) that an increase of rates payable by the landlord shall be deemed to cease when the rate is next demanded; thereafter the amount in the next demand note comes into operation. Surely this was intended to effect an adjustment of the addition demandable of the tenant to the actual rate made at each half-yearly or intermediate period? In fact, this reasoning seems so cogent that the opinion of the Court of Appeal is obviously desirable on this intricate and difficult point.

The New Soviet Code of Procedure.

Now that the Russian Republic has received *de jure* recognition, our courts are once more under the necessity of giving such attention to the legal procedure of Russian courts as is necessary for purposes of Private International Law. It is therefore interesting to note that the Soviet has introduced a new "Code of Civil Procedure," which came into force on 1st September, 1923. A useful account of this Code is contained in a very interesting article in *The Times*, 12th inst., to which we are largely indebted for the points we summarize here.

The New Economic Policy (says the legal correspondent of *The Times*), which produced a number of new decrees and laws, especially in connexion with trade, created the necessity for reform of legal proceedings and the constitution of the courts. In 1922 the situation was dealt with by the Decree for the Administration of Justice, which was followed in 1923 by the Civil Code, adopted by the "Vtsik" (All-Russian Central Executive Committee) on 18th July.

The Russian Courts are three in number: (1) The Supreme Court, (2) The Provincial Court, (3) The People's Court.

In the Supreme Court there is a special "Collegium" for the settling of disputes with any of the People's Commissariats, the Central Government institutions, and the Executive Committees of Provinces. People's Assessors take part in the proceedings in the Supreme Court, but here they are special assessors, appointed from among the higher officials of the Government.

Article 23 of the Code defines the jurisdiction of the Provincial Court. It hears all suits which involve a sum of more than 500 gold roubles, disputes with or between Government enterprises, and causes against officials for abuse of their authority. This is the court which alone has jurisdiction over companies. It serves also as an organ for denationalization, settling questions connected with the improper alienation of property, authors' literary rights, trade marks, and industrial inventions.

In accordance with Art. 21 of the Code, all cases involving a sum of less than 500 gold roubles (£50), except such as are settled by the administrative authorities, come within the jurisdiction of the People's Court. This court consists of one Judge and two "People's Assessors" or Puisne Judges. The Judges of the People's Court are elected by the Soviet of each Province for a period of one year, but *bourgeois* elements are not eligible for this office. The two People's Assessors by whom the Judge is assisted are not merely advisory, but take part in the decisions of the court. They are appointed on strict class principles. Article 20 of the Decree, which deals with the constitution of the courts, stipulates that 50 per cent. of the assessors shall be workmen, 25 per cent. from the Red Army, and 25 per cent. peasants.

The law recognized and enforced in them Soviet Courts in the "Soviet Law": Code, Art. 3. But the Rules of Private International Law are to be complied with in dealing with foreign contracts—an important concession, no doubt, intended to facilitate that resumption of trading with Europe: *ibidem*, Art. 7. *Primâ facie* legislative enactments of the Soviet are to be looked to in order to ascertain the law, but failing these general principles of justice and equity, as enunciated in pronouncements of the Soviet Government, are to be applied: *ibidem*, Art. 4. Formerly the Soviet Courts, in the case of a *lacuna* in legislation, applies the "Dictates of the Revolutionary Conscience"; this vague principle is now superseded in the way noted above.

The "Prokuror" (Attorney-General) has a right to interfere in the proceedings of the courts at any stage of a process if he considers that such interference is in the interests of the State or of the proletariate. He may revoke the decisions of a court even after they have been carried into effect, and there is no time-limit for such revocation. Article 254 declares that the actions of the State and Provincial "Prokurors" must be guided by the interests of the State and the proletariate.

According to Arts. 5 and 179, the judges need not be governed by the amount of a plaintiff's claim, but, taking into consideration the class to which the parties belong, they may, if so disposed, give judgment for a greater amount than has been claimed. At any stage of a hearing, a plaintiff may also change the ground of his claim and raise or lower the amount demanded. The courts are not limited to the evidence brought forward by the contending parties, but may (and indeed must) seek evidence from outside quarters. The judgment of a court may be reversed by the Provincial or Supreme Court if such judgment does not conform to the general policy of the Government. Should a judgment be reversed the case must be heard again in the same court as before, but by other judges.

From these brief observations, for which we are largely indebted to *The Times* article quoted, it will be seen that the new Soviet Code is an original departure. The older methods of judicial interpretation are replaced by a new principle, that of looking to legislative pronouncements for the discovery of the essential rules of law. How this will work in practice remains to be seen.

Res Judicatæ.

Contracting Out of the Workmen's Compensation Act.

(*Russell* v. *Rudd*, 1923, A.C. 309; H.L.)

Perhaps the most important decision during the last twelve months under the Workmen's Compensation Act, 1906, is that of the House of Lords in *Russell* v. *Rudd*, *supra*, where the judgment of the Court of Appeal was reversed. It is unnecessary to mention, (1) that the Workmen's Compensation Act forbids "contracting-out" of the rights it confers (s. 3 (1)), but (2) that the Act and the schedules contain certain limited provisions for enabling settlement by agreement of accrued rights to compensation as between employer and workman, such as amount of compensation and redemption by a lump sum; s. 1 (1) and (2), Sched. 1 (17) and Sched. II (9) (*d*). Nevertheless the former principle is an over-riding rule, and no settlement by agreement is permissible which violates in substance and in spirit the general denial of the right to contract out of the Act. *Ryan* v. *Hartley*, 1912, 2 K.B. 150; *Hudson* v. *Camberwell Corporation*, 1917, 86 L.J., K.B. 558; *Haydock* v. *Gordier*, 1921, 2 K.B. 384; are all cases in which the contrary was decided; but now the House of Lords has definitely over-ruled them. Two other cases which must be regarded as over-ruled are *Rawlings Ltd.* v. *Hodgson*, 1918, 11 B.W.C.C. 73, and *Williams* v. *Minister of Munitions*, 1919, 88 L.J., K.B. 1105. It is important that this should be noted, as these cases, now useless, appear in the text-books as authorities for a number of different modes of settlement now declared invalid as forms of "contracting out." In *Russell* v. *Rudd*, *supra*, the actual agreement was one between an injured workman and his employer for the settlement of all claims to compensation under the statute, if and when they arose, by payment of a lump sum in *lieu* of the statutory provision for weekly payments. The latter may be redeemed by the procedure prescribed by the schedule; but a prior agreement for such redemption is not permissible.

Breach of Duty and Lord Campbell's Act.

(*Mersey Docks and Harbour Board* v. *Procter*, 1923, A.C. 253; H.L.)

The decision of the House of Lords in *Mersey Docks and Harbour Board* v. *Procter* (*supra*) would probably have been regarded by every common law practitioner as obvious; had not the Court of Appeal decided otherwise—and been overruled. A boiler-maker, working for a contractor, putting engines in a ship lying in a dock, fell into the river and was drowned. His widow sued the harbour authorities for damages under the Fatal Accidents Act, 1846 (Lord Campbell's Act). Needless to say that statute confers a claim only on, (1) dependents as defined in the Act; (2) having a pecuniary interest and suffering a pecuniary loss from defendant's death, which must be due (3) to some tort actionable by the deceased if he had lived. Here, therefore, the claimant had to show some tortious act of the defendant harbour authority—who were not the employers, either of the deceased or of his master, or of that master's principal, the ship-owner—but who must be deemed to have invited him to use the dock for the lawful purpose on which he was engaged, and who, therefore, are liable in negligence if they do not take reasonable precautions for the safety of such invitees. Now the harbour authority had taken such precautions, and were guilty of no negligence in their capacity of "occupiers" of the dock. But they were bound by regulations of their own to keep certain chains in position "so far as practicable," and it was alleged that breach of this obligation *might* have caused the deceased's death. Had the House of Lords admitted that a duty imposed on the authority by its own regulations was a duty owed to the deceased,

so that breach of such duty was negligence towards him two, further questions of difficulty—which bothered the Court of Appeal—would have arisen, namely, whether there had in fact been a breach, and on whom the *onus probandi* lay to connect the man's death with this hypothetical breach of duty. But the House of Lords held that A is not guilty of any breach of duty to B merely because he breaks an obligation imposed upon himself by himself for purposes of (say) self-discipline, and therefore B, or B's widow, has no remedy for such alleged breach.

Correspondence.

Rent Restriction Act—Mortgagee in Possession.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to your note at the foot of my letter in your issue of to-day, giving your reasons for suggesting that s. 21 (2) of the Conveyancing Act, 1881, affords no protection to an innocent purchaser, if a mortgagee purports to sell and convey in a case in which he is restrained from exercising his powers by s. 7 of the Rent &c. Act, 1920, can you explain what is the difference in principle between these two restrictions?

(*a*) "A mortgagee shall not exercise the power of sale conferred by this Act unless and until some interest under the mortgage is in arrear and unpaid for two months after becoming due." C. A. 1881, s. 20 (ii).

(*b*) "It shall not be lawful for any mortgagee under a mortgage to which this Act applies, so long as interest at the rate permitted under this Act is paid and is not more than 21 days in arrear . . . to take any steps for exercising any right of sale." Rent &c. Act, 1920, s. 7 (*a*).

If a mortgagee purports to sell by reason of the fact that interest is over two months in arrear, why should he be called upon to *prove* that fact (even at the purchaser's expense) seeing that the C. A. 1881 protects the purchaser in case of a sale improperly exercised?

ERNEST I. WATSON.

Norwich,
16th February.

P.S.—In the heading of the second part of my letter "restricted" was a transcriber's error for "re-constructed."

[As to the second part of last week's letter, see under "Current Topics." The above letter we hope to reply to next week.—ED. *S.J.*]

Rent Acts—Reduction of Rates.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I suggest that the Act of 1920 does contemplate a reduction of rents following a reduction of rates? I think it is clear enough if s. 2 (1) (*b*) and s. 12 (1) (*d*) are read together. I am aware that none of the learned writers on the Acts appear to see any connection between the two clauses, and 12 (1) (*d*) does not seem to have been quoted in *Strickland* v. *Palmer*; but I think the words of 12 (1) (*d*), "and any increase in rates payable by a landlord shall be deemed to be payable by him until the rate is next demanded," fit in quite naturally at the end of 2 (1) (*b*)—and nowhere else in the Act. I suggest that the later clause is an explanation of the words "for the time being payable" in the earlier clause, and that when a new rate is demanded all earlier increases are no longer deemed to be payable, and the rent cannot continue to be increased in respect of them.

I suggest that the words "for the time being payable" do not refer to the time when the notice of increase is given at all, but to the time when the landlord is asking for payment of rent. Every time a landlord demands rent he should be able to show that the rent demanded (1) does not exceed the maximum imposed by s. 2 (1), and (2) has been notified to the tenant by the machinery of s. 3 (2).

The fallacy in the recent decision of *Strickland* v. *Palmer* is in supposing that "for the time being" has reference to the time of giving a notice under s. 3 (2). The answer to the question "What is the maximum rent imposed by the Act?" is to be found in s-s. (1) of s. 2. Section 3 (2) is merely machinery and should not be looked at for the purpose of ascertaining the statutory limit.

ARTICLED CLERK.

19th February.

[*Strickland* v. *Palmer* is under appeal, and we do not propose to express an editorial opinion at present, but we are glad to publish our correspondent's interesting argument. We have received from a contributor an article in the same sense, and this we have inserted elsewhere. The final paragraph of the article appears to cover our correspondent's point.—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

MINISTER OF AGRICULTURE AND FISHERIES *v.* DEAN.

No. 2. 18th January.

LANDLORD AND TENANT—AGRICULTURAL HOLDING—COMPENSATION FOR DISTURBANCE—TENANT NOT IN OCCUPATION—SUB-TENANCIES—NOTICE TO QUIT—NO LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO QUITTING THE HOLDING—RIGHT TO RECOVER COMPENSATION—AGRICULTURE ACT, 1920, 10 & 11 Geo. 5, c. 76, s. 10.

By s. 10 of the Agriculture Act, 1920, a tenant of a holding, who quits the holding in consequence of a notice to quit terminating the tenancy, is entitled (with certain specified exceptions) to recover from the landlord compensation for disturbance. The compensation payable under the section shall represent the loss or expense directly attributable to the quitting of the holding which the tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, implements of husbandry, fixtures, farm produce or farm stock on or used in connection with the holding, and shall include any expenses reasonably incurred by him in the preparation of his claim for compensation, but for the avoidance of disputes such sum shall (by s-s. (6)) "be computed at an amount equal to one year's rent of the holding, unless it is proved that the loss and expense so incurred exceed an amount equal to one year's rent of the holding."

Before a tenant can recover compensation for disturbance under the section, he must prove that he has suffered loss or incurred expense "directly attributable to the quitting of the holding" in consequence of a notice to quit terminating the tenancy.

Appeal from Bournemouth County Court, on a special case stated by an arbitrator under the Agricultural Holdings Acts, 1908 to 1921. By an indenture, dated 20th August, 1918, land and premises at Iford Farm, Holdenhurst, Hampshire (which constituted a "holding" within the meaning of s. 10 of the Agriculture Act, 1920), were demised by J. E. Cooper Dean to the Board of Agriculture and Fisheries for a term of twenty-one years from 29th September, 1918, at a yearly rent of £67, subject (*inter alia*) to the following provision: "If the landlord in his own absolute discretion shall be of opinion that the land hereby demised or any part thereof is required for building, mining or other industrial purposes or for roads necessary therefor, he shall be at liberty to determine the term hereby granted by giving to the Board twelve calendar months' previous notice in writing of his intention so to do, such notice to expire on one of the usual quarter days, and in the event of a part only of the land being required by the landlord the rent payable by the Board shall, as from the date of resumption by the landlord, be reduced by such sum as in default of agreement may be determined by arbitration." The landlord, J. E. Cooper Dean, died on 16th August, 1921, having by his will appointed executors and devised his property (including the "holding" demised to the Board of Agriculture and Fisheries by the indenture of 20th August, 1918), to Alice Elizabeth Cooper Dean and Ellen Ann Cooper Dean as tenants in common. The will of J. E. Cooper Dean was duly proved by the executors on 14th December, 1921. Shortly after the date of the notice to quit, hereinafter referred to, A. E. Cooper Dean and E. A. Cooper Dean became and were at all material times the "landlords" for the purposes of the Agricultural Holdings Acts of the "holding" in question. Under the Ministry of Agriculture and Fisheries Act, 1919, the benefit of the indenture of lease was transferred to the Minister of Agriculture and Fisheries. The lands and premises demised by the indenture referred to were let by the Board or Minister on annual tenancies to various sub-tenants for cultivation as small holdings and were wholly in the occupation of such sub-tenants at the date of the termination of the Minister's tenancy. Notice dated 8th December, 1921, signed by the solicitors of the executors, was served on the Minister, under the provision in that behalf set out above, requiring the Minister to quit and deliver up possession of the "holding" on 25th December, 1922, and in accordance with such requirement the Minister and his sub-tenants quitted and delivered up possession of the "holding" in question. Certain of the sub-tenants continued after the determination of the Minister's tenancy in occupation of parts of the "holding" under agreements for tenancies made between them and the executors of J. E. Cooper Dean, deceased. On 14th November, 1922, a letter in the following terms was sent on behalf of the Minister to the solicitors for the executors: "Iford Farm, Holdenhurst.—In reply to your letter of the 9th ultimo, enquiring whether the Ministry would care to continue the tenancy of part of the land held of your clients, I am to say that the Ministry thinks that it would be better that your clients should let the land direct to the tenants as, it is

understood, they are prepared to do. Under the terms of the existing tenancies they automatically terminate upon the expiration of the Ministry's tenancy without service of any notice to quit by the Ministry, and the tenants cannot therefore claim from the Ministry any compensation for disturbance under the Agriculture Act, 1920. The Ministry claim to be entitled to recover such compensation from your clients, and it is proposed to utilize any amount so recovered for compensating those tenants who have to leave their holdings. To preserve the Ministry's rights in this respect, I enclose a formal notice of claim of which you will, I presume, accept service on behalf of the landlords . . . "

The notice was as follows: "On behalf of the Minister of Agriculture and Fisheries I hereby give you notice of his intention to make a claim for compensation under section 10 of the Agriculture Act, 1920, on the termination of the tenancy of land at Iford Farm, Holdenhurst, created by a lease dated August 20, 1918, and made between J. E. Cooper Dean, Esq., of the one part, and the Board of Agriculture and Fisheries, of the other part . . . "

On 31st January, 1923, a letter from which the following was an extract was sent on behalf of the Minister to the solicitors for the executors. "Iford Farm, Holdnehurst . . . In due course it will be necessary to obtain a legal decision as to whether the Ministry is entitled under s. 10 of the Agriculture Act, 1920, to recover as compensation an amount equal to one year's rent of the holding—without proof of any loss or expense directly attributable to the quitting of the holding. To comply with s. 18 of the Act, I have to inform you on behalf of your clients that the particulars of the Minister's claim are as follows:—Claim for compensation for disturbance, Iford Farm, Holdenhurst, held under tenancy, dated 20th August, 1918. Amount claimed, sixty-seven pounds, being an amount equal to one year's rent of the holding . . ." The Minister was not, at the determination of his tenancy, in occupation of any of the said lands and premises demised to him, except so far as occupation by his sub-tenants was in law occupation by him. The Minister did not sell or remove any household goods, implements of husbandry, fixtures, farm produce, or farm stock, on or used in connection with the lands and premises demised to him, but he contended that by virtue of s-s. (6) of s. 10 of the Agriculture Act, 1920, the compensation payable under that section was to "be computed at an amount equal to one year's rent of the holding, *i.e.*, £67, and that such sum was payable by the landlords to him. It was admitted by the landlords that the Minister was not debarred from claiming compensation under the section by reason of any matter referred to in paragraphs (*a*) to (*f*) of s-s. (1) of s. 10 of the Act of 1920, or by s-s. (7) of that section. The landlords contended that, as it was neither proved nor admitted that the Minister had incurred any loss or expense directly attributable to the quitting of the land and premises demised, no compensation was due and payable. The question for the determination of the court was whether, on the facts stated, the sum of £67 was payable by the landlords to the Minister. The County Court Judge answered the question in the negative on the ground that the Minister had not proved that he had suffered any loss or incurred any expense directly attributable to quitting the land. The Minister appealed.

BANKES, L.J., this is a claim under s. 10 of the Agriculture Act, 1920, for compensation for disturbance. Under that section, where a notice to quit is given and the tenancy of a holding is terminated by reason thereof, the tenant is entitled to compensation unless the notice to quit has been given for one or more of the reasons stated in s-s. (1) of the section. It is not necessary to discuss the length of the notice to quit; it is sufficient to say that, to escape liability for the compensation under the section, the landlord must specify that the notice is given for one or more of the reasons found in s-s. (1) (*a*) to (*f*). But, assuming that the tenant is entitled to compensation under the section, s-s. (7) mentions certain matters in respect of which compensation shall not be payable under the section. The sub-section indicates that what the statute is dealing with is compensation for actual loss, because, if not, the sub-section would be useless in many cases. This particular case turns on s-s. (6), which enacts that the compensation payable under the section shall be a sum representing such "loss or expense directly attributable to the quitting of the holding as the tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, implements of husbandry, fixtures, farm produce or farm stock on or used in connection with the holding, and shall include any expenses reasonably incurred by him in the preparation of his claim for compensation (not being costs of an arbitration to determine the amount of compensation), but for the avoidance of disputes such sum shall, for the purposes of this Act, be computed at an amount equal to one year's rent of the holding, unless it is proved that the loss and expenses so incurred exceed an amount equal to one year's rent of the holding . . ." It is contended that under that sub-section, the tenant is entitled to compensation irrespectively of whether he has incurred any loss or expense directly attributable to the quitting of the holding, upon or in connection with the sale or removal of his household goods, implements of husbandry, fixtures, farm produce, or farm stock. On the other hand, it is contended that the sub-section means that assuming that the tenant has suffered any loss at all, he is entitled to his year's rent and is absolved from the obligation of proving the amount of his loss. In my opinion, the latter is the more reasonable contention. If the tenant does suffer any loss, he is to have his year's rent. That seems to be a much more reasonable view of the intention of the Legislature than the view that the tenant is to have a year's rent irrespectively of whether he has suffered loss or not. The language of s-s. (6) is reasonably plain to express the intention of the Legislature that the tenant shall be under an obligation, as a condition precedent to his right to recover compensation, to prove that he has suffered some actual loss or has actually incurred expense within the meaning of the sub-section. Therefore the answer to the question is that the tenant did not bring himself within the Act, and the sum of £67 is not payable by the landlords to the Minister. The appeal must therefore be dismissed.

SCRUTTON and ATKIN, L.JJ., agreed.—COUNSEL: *Sir Douglas Hogg*, A.-G., and *H. Hull*; *John Harris*. SOLICITORS: *The Solicitor for the Minister of Agriculture and Fisheries*; *Rawlins, Rawlins & Davy*, Bournemouth.

[Reported by T. W. MORGAN, Barrister-at-Law.]

In Re TWOPENY'S SETTLEMENT: MONRO *v.* TWOPENY.

No. 1. 14th, 15th, 16th and 17th December; 30th January.

SETTLEMENT—PERSONALTY SETTLED ALONG WITH REAL ESTATE—TO BE HELD UPON SIMILAR TRUSTS AS IF PROCEEDS OF SALE OF SETTLED REAL ESTATE—CAPITAL MONEYS—NO IMPERATIVE TRUST FOR CONVERSION—SETTLED LAND ACT, 1882, 45 & 46 Vict., ss. 21, 22.

Personalty settled by the same settlement as real estate to be held upon the same trusts as it would be held as if arising from a sale of the settled real estate under the powers of the Settled Land Act, 1882, does not, in the absence of an imperative and definitive trust for conversion, become converted in equity, but devolves as personal estate.

In re Walker, 1908, 2 Ch. 705, *approved and followed.*

Decision of Romer, J., *affirmed.*

Appeal from a decision of Romer, J. By a settlement dated 18th October, 1882, certain real estates in Kent were settled in strict settlement, and the settlors also directed that personal estate consisting of stocks, shares and securities should be held and applied by the trustees of the settlement upon the same trusts as they would be held as if they had arisen from a sale of the settled hereditaments made under the powers of the Settled Land Act, 1882, which had then been passed, but had not come into operation. There was also an investment clause with a power to vary investments with the consent of the tenant for life. In 1898 the then tenant for life died, and Sydney Edward Twopeny became tenant in tail in possession, but died at the age of seventeen in 1901, leaving his mother his sole next of kin. Charles Dymley Twopeny then became tenant for life, and died on 6th January, 1923. The trustees took out an originating summons to determine whether the settled personalty vested absolutely in the infant tenant in tail in 1898, or whether it ought to be held as capital moneys arising under the settlement. Romer, J., following *In re Walker*, 1908, 2 Ch. 705, held that there had been no conversion, and the property remained personalty. The tenant for life appealed. *Cur. adv. vult.*

POLLOCK, M.R., said that shortly the question was whether certain stocks, funds, shares, moneys and securities settled were to be treated as subject to and to follow the trusts relating to real estate by reason that it was expressed in the settlement that they were to be held and applied "upon the trusts and in the manner upon and in which the same respectively would be held applicable if they had arisen from a sale of the said hereditaments hereinbefore granted and settled . . . under the powers conferred by the Settled Land Act, 1882." At the date of the settlement the Settled Land Act, 1882, had received the royal assent, but by s. 1 (2) its operation was deferred to 1st January, 1883. It was admitted that the words used were in effect the same as those considered by Parker, J., in *In re Walker*, *supra*, and the learned judge, Romer, J., felt bound by that decision, and gave judgment accordingly, so that the appeal was avowedly brought to test the decision of Parker, J. In 1916 Neville, J., agreed with and applied that decision. *In re Aspinall's Settled Estates*, 1916, 1 Ch. 15. The earlier, as well as the later, cases established the doctrine that where the quality of real estate was "imperatively and definitively" fixed upon personalty (or *vice versa*) equity would treat the personalty or realty, as the case might be, as actually converted into realty or personalty. *Walker* v. *Denne*, 2 Vesey, Junr., 170. If the question was left *ad arbitrium* whether it was to be considered as land or money the doctrine of conversion would not be applied, per Lord Loughborough, *s.c.* at pp. 184-5.

It was clear that as the Act was not in operation at the date of the settlement, the words used could not do more than import into the settlement the appropriate clauses of the Act. The settlement was contractual but no higher. Section 22 (5) of the Act, if appropriate to the circumstances of the present case, was of no force *per se*; the settlor could not by reference to an Act attach to a settlement the powers of an Act. The question was therefore whether the words used did create an imperative and definitive trust. No doubt there were cases which decided that a trust for conversion could be collected from the instrument. *Earlom* v. *Saunders*, Ambler 241; *Cookson* v. *Cookson*, 12 Cl. & Fin. 121. Mr. Clauson argued that there was expressed sufficiently in the terms of the settlement that there was to be a conversion into realty. Section 21 of the Act authorised the investment of capital moneys in accordance with a varied table, therefore if it was to be written into the settlement it by no means followed that an investment in realty would be chosen by the trustees. It could not be said that trustees with such powers would have felt themselves definitely bound to invest in realty, for by s. 22 (2) an investment was to be made according to the direction of the tenant for life, and in default at the discretion of the trustees, but subject to any consent required. The uncertainty thus introduced by ss. 21-22 was answered by saying that the wide powers given thereunder must be subject to the general intention of the settlor and that that was clear, and effect should be given to it, the limitations being appropriate to real estate. Lord Selborne showed in *Evans* v. *Ball*, 47 L.T. 167, that the principle thus involved was not exclusively applicable to cases of that particular kind, and was one to be always applied with great caution. Lord Watson had pointed out that the intention to be discovered was not what one might think it would be had the testator been thoroughly aware of the legal effect of the language he used, but the intention he actually expressed. It was not easy to reconcile the process suggested as necessary to arrive at the true effect of the settlement with the doctrine that the quality of realty must be "definitively" fixed. Those observations illustrated the difficulty of declaring that there was to be found in the settlement under consideration what was essential to be found if the doctrine of conversion was to be applied. The judgment of Parker, J., in *In re Walker*, *supra*, and of Romer, J., in the present case, appeared to be right, and the appeal would be dismissed, the costs being dealt with as in the Court below.

WARRINGTON and SARGANT, L.JJ., delivered judgment to the same effect, the former observing that what the settlor had done was to define the duty of the trustees by reference to the Settled Land Act, and thus to make it optional for them to invest either in personal securities or in land. The settlement did not contain the direction essential to conversion.—COUNSEL: *Clauson*, K.C., and *J. E. Harman*; *Hughes*, K.C., and *R. H. Hodge*. SOLICITORS: *Metcalfe, Halbert & Hussey*; *W. Ivanhoe Thomas*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

SADLER *v.* THE SHEFFIELD CORPORATION: DYSON *v.* THE SHEFFIELD CORPORATION. P. O. Lawrence, J. 14th, 18th and 19th December, and 23rd January.

EDUCATION—NON-PROVIDED SCHOOLS—TEACHER DISMISSED BY LOCAL EDUCATION AUTHORITY—DISMISSAL ON "EDUCATIONAL GROUNDS"—MIXED GROUNDS—FINANCIAL AND EDUCATIONAL—INVALIDITY OF NOTICE OF DISMISSAL—EDUCATION ACT, 11 & 12 Geo. 5, c. 51, s. 29, s-s. (2) AND (6).

Where teachers were given notices which stated that they were dismissed on educational grounds, but the court found, as a fact, that the grounds were either pure financial grounds or mixed financial and educational grounds, the notices were held invalid and inoperative as not being notices allowed to be given under s. 29 *of the Education Act*, 1921.

Hanson *v.* Radcliffe Urban Council, 1922, 2 Ch. 420, and The Queen *v.* The Vestry of St. Pancras, 1890, 24 Q.B.D. 371, *applied*.

These were two actions to obtain declarations that notices of dismissal of teachers were invalid and inoperative because they were not based on educational grounds as provided by s. 29 of the Education Act, 1921. The facts were as follows:—Sadler, who held the teacher's certificate of the Board of Education, was appointed head-master of St Jude's School, Sheffield, in 1892, and attained the age of sixty in 1922. Dyson, who was similarly qualified, was appointed head-mistress of the girls' department of St. George's School, in the same city, in 1900, and attained the age of sixty in 1923. Both were Church of England schools. Both schools were also public elementary schools not provided by the local education authority for the area in which they were situate. The local education authority for this area was the council of the Sheffield Corporation, and had, pursuant to s. 4, s-s. (2) (*b*) of the Education Act, 1921, delegated its powers under the Act, except the power of raising a rate or borrowing money, to an Education Committee constituted in accordance with the Act. In April, 1923, the Education Committee, purporting to act under s. 29, s-s. (2) (*a*) of the Act, caused notices of dismissal to be served on each of the plaintiffs under the following circumstances. In 1922 the Education Committee requested the City Council to provide £411,520 to meet the estimated educational expenditure for the year ending March, 1924. The Council disallowed £20,000 from that amount, and the director of education, Mr. Sharp, to curtail expenditure, suggested (1) suspension of instruction in manual and domestic subjects; (2) retirement of teachers of over sixty, of whom there were seventy. This was opposed on the ground that many of the most experienced and efficient teachers would thus be retired, and a report was made and adopted, recommending the retirement of certain of them only to effect a saving to the rates. Meanwhile the Ministry of Education were concerned that instruction in manual and domestic subjects should be suspended, and the City Council instructed the committee accordingly to consider an increase in the number of teachers eligible for retirement and only to reduce the manual instruction and domestic departments proposed to be closed down. A fresh list was prepared, and it was proposed to dismiss forty-six out of the list of seventy-one over sixty, including the two plaintiffs. The selection was alleged to be based on the degree of "retardation," their general efficiency and examination results, and the retirement of these forty-six was recommended *en bloc* without individual cases being considered by the committee, and that recommendation was adopted by the Education Committee, and the managers were written to and instructed to terminate the engagements of the plaintiffs, stating that the educational grounds on which the committee based their direction under s. 29 of the Education Act, 1921, were that, as they had reached the age of sixty and were eligible for superannuation, the educational interests of the school would be served by their retirement and the appointment of younger teachers, and the director of education purported to terminate their engagements under s. 29 on these grounds by notices terminating their engagement in May, 1923.

P. O. LAWRENCE, J., in the course of a considered judgment, said: After considering the whole of the evidence, I find as a fact that the real and only grounds for the dismissal of the plaintiffs are financial grounds, and that the alleged educational grounds are merely colourable. The case then is covered by the decision of the Court of Appeal in *Hanson* v. *Radcliffe Urban Council*, *supra*. Therefore the notices given by Mr. Sharp on behalf of the Education Committee purporting to determine the plaintiffs' engagements are invalid and inoperative. Even assuming the existence of some educational grounds, the most that can be said on behalf of the defendants is that the grounds are mixed grounds compounded in part of financial grounds and in part of educational grounds. The local education authority has power under s. 29 to direct the managers to dismiss teachers "on educational grounds," which, in my judgment, implies that the directions could be given on educational grounds only. Mixed financial and educational grounds are not "educational grounds" within the meaning of the section: see *The Queen* v. *The Vestry of St. Pancras*, *supra*. There will be a declaration in each action that the notice of dismissal was invalid and inoperative, with liberty to apply for an injunction and generally.—COUNSEL: *Clauson*, K.C., *Ward Coldridge*, K.C., and *A. A. Thomas*; *Owen Thompson*, K.C., and *J. B. Lindon*. SOLICITORS: *Eric J. Floyd*, for *Bingley & Dyson*, Sheffield; *Rollit, Sons and Compston*, for *William E. Hart*, Town Clerk, Sheffield.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

PULLING *v.* LIDBETTER LIMITED. Div. Court. 22nd November.

SALE OF GOODS—"ANY ARTICLE FOR USE AS FOOD FOR CATTLE"—BAKERY SWEEPINGS SOLD AS PIGS' FOOD—NOXIOUS INGREDIENTS—IMPLIED WARRANTY—FERTILISERS AND FEEDING STUFFS ACT, 1906, 6 Edw. 7, c. 27, s. 1, s-ss. (2), (4).

A firm of bakers sold bakery sweepings to a pig-keeper as pigs' food. The sweepings contained, in addition to the ingredients used in the manufacture of bread, dust and dirt and other odds and ends. Ultimately, owing to an excessive quantity of salt being contained in one of the consignments, four of the pigs died. The pig-keeper commenced an action for damages.

Held, that the expression "any article" in s. 1 (4) *of the Fertilisers and Feeding Stuffs Act*, 1906, *was of the widest character, and included the "bakery sweepings" in question, and that the defendants were liable under the implied warranty contained in that sub-section.*

Appeal from the decision of a county court judge. In September, 1923, the plaintiff, a pig-keeper, entered into an

arrangement with the defendants, a firm of bakers, for the purchase from them of their bakery sweepings, as pig food at 2s. 6d. a bag. The arrangement continued for some weeks, but in January, 1923, the pigs became ill and four of them died. The sweepings consisted of ingredients used in the manufacture of bread, together with dust and dirt and other odds and ends. In proceedings for damages the county court judge found that the death of the pigs was caused through their eating the bakery sweepings which contained an excessive amount of salt. He also found, on the evidence, that the plaintiff could not succeed under an implied warranty by virtue of s. 14 (1) of the Sale of Goods Act, 1893, 56 & 57 Vict. c. 71, but that the sweepings were an article for use as food for cattle within s. 4 (1) of the Fertilisers and Feeding Stuffs Act, 1906, and that he was entitled to damages for breach by the defendants of the implied warranty referred to in that sub-section. The defendants appealed. By s. 1 of the Fertilisers and Feeding Stuffs Act, 1906, it is provided: "(2) Every person who sells for use as food for cattle or poultry any article which has been artificially prepared shall give to the purchaser an invoice stating the name of the article and" [details as to the component parts of the article] "and the invoice shall have effect as a warranty by the seller. . . (4) On the sale of any article for use as food for cattle or poultry, there shall be an implied warranty by the seller that the article is suitable to be used as such." By s. 10 it is provided that for the purposes of that statute the expression "cattle" shall mean *(inter alia)* "swine."

The Court (SANKEY and TALBOT, JJ.) held that the expression "any article" contained in s-s. (4) of s. 1 of the Act of 1906 was of the widest character, and that the word "article" in that sub-section was not cut down so as to bear the restricted meaning which it bore in other parts of the statute. The decision of the learned county court judge was therefore correct, and the word "article" in s. 1 (4) being sufficiently wide to include the "bakery sweepings" in question, the appeal must be dismissed. COUNSEL: *J. Flowers; Merlin; Graham Mould.* SOLICITORS: *Graham-Hooper & Betteridge*, Brighton; *Griffith, Smith, Wade and Riley; Ellis & Fairbairn.*

[Reported by J. L. DENISON, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

"THE MELANIE." Sir Henry Duke, P. 20th December and 16th January.

SHIPPING—SALVAGE SERVICES—DAMAGE TO SALVORS WHILE RENDERING SALVAGE SERVICES—ASCERTAINMENT—PRINCIPLES APPLICABLE.

Where salvage services have occasioned to the salvors serious pecuniary loss while being very valuable to the owners of the property salved which is of ample value to defray the loss and pay for the services and leave a substantial surplus, the sum awarded to the salvors should cover their actual loss, and any additional risk they ran.

The "City of Chester," 1884, 9 P.D. 182, *applied.*

This was the trial of a reference back to the Admiralty Court from the Court of Appeal for the assessment of the award in an action of salvage. The facts were as follows: The plaintiffs were the owners, master and crew of the tank steamship "San Onofre," and the defendants were the owners of the steamship "Melanie." The "San Onofre," a vessel of 9,000 tons, manned by forty-four hands, was voyaging from Sheerness to Avonmouth in water ballast. Her value was £400,000. The "Melanie" of 3,000 tons was on a voyage from Glasgow to Barry Roads in ballast. In December, 1916, a collision occurred in the Bristol Channel between the two vessels, and the master and crew of the "Melanie" quitted her, thinking she was sinking. The master of the "San Onofre" determined to make an effort to try and salve the "Melanie," and six members of the crew of the "Melanie" were induced to return on board and took her in tow for Barry. The "Unania," an armed trawler escorting the "San Onofre" at the time of the collision, also made fast to the "Melanie." There was a dense fog at the time, and during the towage the three vessels stranded without negligence near Bucksea Point and remained fast. They were assisted off with tugs, and the "San Onofre" suffered damage from the stranding to the amount of £19,000. The "Melanie" was held alone to blame for the collision, and the "San Onofre" claimed salvage and asked the court in making its award to take into account the amount of the stranding damage. The damage to the "Melanie" from the stranding was £8,000, and her value at the time of the service £55,000. The case originally came before Bailhache, J., sitting as an additional Admiralty judge, and, being advised by the Elder Brethren that the "Melanie" when aground was in no better position than she would have been if not taken in tow by the "San Onofre," he dismissed the action. The "San Onofre" appealed, and won the appeal, the case being sent back to assess the award.

The President (Sir HENRY DUKE) in the course of a written judgment said: I have asked the Elder Brethren whether the "Melanie" was in danger of total loss when she was taken in tow by the "San Onofre": whether, when she afterwards got aground, she was in a position from which, in the weather which was actually experienced, she would probably be brought into harbour by a tug or tugs; and whether the risk incurred by taking the "San Onofre" and the "Melanie" into shallow water was a risk which it was in the circumstances necessary to incur in order to salve the "Melanie." The Elder Brethren's reply to the first question is that the "Melanie" was in danger of total loss by sinking through the collision, and was exposed to the further danger of being sunk by a new collision, and that, assuming her to have been left as she lay when her officers and crew had gone on board the "San Onofre," she was in imminent danger of getting ashore in a position from which she could only be salved at heavy cost if at all. Their answers to the second and third questions were in the affirmative. On the matters at issue, these opinions are entirely favourable to the plaintiffs. I have to consider the facts in the light of the advice so given, and I find in accordance therewith. Ascertainment of these facts, however, does not make an end of the difficulties of the case, because it raises in a direct fashion and under somewhat extreme conditions, the questions which came before the Court of Appeal in the *City of Chester, supra*, of the extent to which the court in awarding compensation for salvage ought to take account of damage suffered in the course of the salvage services. In that case, Lindley, L.J., said: "Where the salvage services have been dangerous to the salvors, and have occasioned them serious pecuniary loss and have been highly valuable to the owners of the property saved, and where the value of the ship and cargo saved is ample, not only to defray the loss sustained by the salvors in addition to a proper sum for the services of the master and crew of the salving ship, but also to leave a substantial surplus for the owner of the property saved, in such a case the sum to be awarded to the owner of the salving ship ought to be enough to cover her actual loss, and whatever additional risk he ran." It is true that if the "San Onofre" had completed the intended service without a casualty and with the maximum of possible advantage to the "Melanie" an award of such an amount as was now claimed would have appeared excessive and unreasonable. I have not, however, to decide what would have been a proper award in such circumstances. I have not to deal with an imminent risk, but with a risk which is realised in an ascertained loss. The salvage is by reason of this change a far more costly undertaking than it would otherwise have been, and it is reasonable that the recompense should be correspondingly increased. In the event of the loss of both vessels the intending salvors would have received nothing, and in the event of damage to the "Melanie," reducing her value to a trifling sum, the cost of repairs to the "San Onofre" would have had to be made good by the owners. In arriving at my award, however, I have to bear in mind an obvious precaution stated by Lindley, L.J., as follows: "Of course, care must be taken not to fall into the error of remunerating him (the salvor) twice over for the same risk; he must not be remunerated for the risk he ran of suffering the loss, the amount of which is ascertained and taken into consideration as the loss sustained." Giving effect to all the considerations which enter into this case I award the owners of the "San Onofre" £21,500, her master £500, and her crew £1,000.—COUNSEL: *Bateson*, K.C., and *Dumas; C. R. Dunlop*, K.C., and *Stranger.* SOLICITORS: *Thomas Cooper & Co.; Downing, Middleton & Lewis.*

[Reported by L. M. MAY, Barrister-at-Law.]

The Discipline Committee.

SOLICITORS STRUCK OFF THE ROLL.

On the 15th inst. the Committee of the Law Society, constituted under the Solicitors Acts, 1888 and 1919, ordered that the names of the following solicitors should be struck off the Roll:—

FRANCIS HARRIS LAVINCOURT DIGHTON, formerly of Thetford and Downham Market, Norfolk, who at Norfolk Quarter Sessions last October pleaded guilty to fraudulently converting £458 and was sentenced to three years' penal servitude.

TOM DUERDIN DUTTON, formerly of 80, Rochester-row, S.W., who was convicted at the Central Criminal Court last October of fraudulently converting £58 and was sentenced to twelve months' imprisonment in the second division.

JOHN EDWARD TUCKER, formerly of 5, Bedford-row, W.C., who was convicted at the Central Criminal Court last July of conversion as a trustee of £3,300 War Loan Bearer Bonds and £2,407 in money and was sentenced to three years' penal servitude.

SOLICITORS SUSPENDED.

RAYMUND BURROW, of 89, Chancery-lane, W.C., for two years for suffering a man who had ceased to be in his service to use his name in certain actions.

PERCY ELWICK BROWN, of 34, Carleton-road, Tufnell Park, for twelve months for misappropriating moneys belonging to the solicitor who employed him as managing clerk.

JOHN WILLIAM MOORE, of 88, Dean-street, W., and 5, Station-road, West Croydon, for twelve months for misappropriating £10 received by him on behalf of a client, but which he had since paid.

In Parliament.

House of Lords.

14th February. Bills introduced and read a first time:—
Criminal Justice Bill—Lord Chancellor.
Administration of Justice Bill—Lord Chancellor.

Supreme Court of Judicature (Consolidation) Bill—Lord Muir-Mackenzie, in moving the Second Reading, said: The Bill is practically the same as that which was introduced last Session by Lord Cave when he was on the Woolsack. It is only for the purpose of sending the Bill again to the Joint Committee of both Houses which deals with Consolidation Bills that I make this Motion now.

Viscount CAVE: Of course, we have no objection to the Second Reading of this Bill, and I only rise to express my satisfaction that Bills which are entirely non-controversial are being taken up by the present Government.

Bill read a Second time.

House of Commons.

Questions.

STATUTE OF INTERNATIONAL JUSTICE (OPTIONAL CLAUSE).

Mr. D. SOMERVILLE (Barrow-in-Furness) asked the Secretary of State for Foreign Affairs if His Majesty's Government intends to sign the option Clause of the Statute of the Permanent Court of International Justice, which makes recourse to the Court obligatory; how many Powers have so signed this Clause; and what is its exact effect?

Mr. PONSONBY: His Majesty's Government have not yet had time to examine the question raised by the hon. Member, and I cannot make any statement of their policy in regard to it. So far as I am aware, twenty-one States have signed the Clause, and fifteen of these have ratified their acceptance of it. Acceptance is in some cases for five years only, and is generally subject to reciprocity. As regards the last part of the question, I would ask the hon. Member to refer to Article 36 of the Statute of the Court, which has been laid before Parliament (Cmd. 1981).

ACCUSED PERSONS (BAIL).

Mr. TREVELYAN THOMSON (Middlesbrough, W.) asked the Under-Secretary of State for the Home Department whether he is aware that, notwithstanding the circular issued by his predecessor urging magistrates to grant bail wherever practicable, this is not done in all cases, with the result that serious hardship is inflicted upon accused persons in preparing their defence; and will he therefore take steps to secure that magistrates refusing bail shall make a Return to the Home Office stating the reasons for such refusal?

Mr. DAVIES: Legislation would be necessary to impose such an obligation on Courts of Summary Jurisdiction, and returns so obtained would not be likely to have any practical value. I may say, however, that my Department is not aware of any substantial ground for the suggestion in the first part of the question.

Mr. T. THOMSON: If I bring to the hon. Gentleman's notice many cases of this sort, will his Department reconsider issuing the circular of his predecessor on this point?

Mr. DAVIES: Yes, we will consider that.

FINES (IMPRISONMENT FOR NON-PAYMENT).

Mr. THURTLE (Shoreditch) asked the Under-Secretary of State for the Home Department whether his attention has been called to the fact in the Report of His Majesty's Prison Commissioners for the year ending 31st March last that out of some 15,000 persons committed to prison for the non-payment of fines more than 12,000 were not allowed time to pay; and whether, in view of the fact that a fine is intended to be an alternative to imprisonment, he will cause instructions to be issued to magistrates that in all cases where persons are fined reasonable time should be given for the payment of the fines?

Mr. DAVIES: The Home Secretary cannot issue instructions to magistrates in a matter of this kind, but I am sending my hon. Friend a copy of a circular which was sent to all benches from the Home Office in May, 1922, calling attention to the desirability of allowing time for the payment of fines in all proper cases. I do not think any further circular is called for at present. There are many cases in which, for various reasons, time cannot be allowed, and I would point out that the figure of 12,000 persons who were not allowed time and went to prison compares with 400,000 persons who were fined and paid their fines.

WORKMEN'S COMPENSATION ACT, 1923.

Mr. BAKER (Bristol, E.) asked the Under-Secretary of State for the Home Department whether his attention has been drawn to the Workmen's Compensation Act, 1923, s. 4, s-s. (3) (*b*), which states that in the case of partial incapacity, if the maximum weekly payment would, had the incapacity been total incapacity, have amounted with such addition, if any, as is provided by s-s. (2) of s. 4, to less than 25s., the weekly payment, in the case of partial incapacity, shall be a sum bearing the same proportion to the said difference as the said maximum weekly payment with such addition as aforesaid bears to the amount of the average weekly earnings of the workman before the accident; and whether, seeing that s. 4, s-s. (3) (*b*), is not likely to be understood by the persons to whom it applies, he will consider the possibility of translating s. 4 into more easily intelligible language?

Mr. DAVIES: I am aware of the difficulty in the language of the Statute to which my hon. Friend refers. It is hoped to issue shortly a revised edition of the printed Home Office Memorandum on the Workmen's Compensation Acts, and an endeavour will be made in that Memorandum to set out the meaning of the provisions in question in as plain language as possible, and to illustrate their effects by concrete examples.

WORKMEN'S COMPENSATION.

Mr. DUFFY (Whitehaven) asked the Under-Secretary of State for the Home Department if his attention has been called to the judgment delivered by Lord Shaw of Dunfermline in the case of *Hewitson* v. *The St. Helens Colliery Company Limited*; and if, having regard to the very unsatisfactory way in which the judgment in that case affects a large body of workmen in regard to compensation for accidents, and the strong appeal made by Lord Shaw for legislative remedies, he will grant facilities for the passing of a short Act of Parliament that will ensure to the workers that measure of protection which they have hitherto possessed, and of which they are now deprived?

Mr. DAVIES: I have seen a report of the judgments in the case referred to by my hon. Friend, and I agree that workmen who are employed under the special conditions which existed in that case are placed in a very unsatisfactory position. The matter will require careful inquiry and consideration before any conclusion is reached, and as it affects chiefly the mining industry, I think it will be best in the first instance to confer with representatives of that industry and with the Mines Department on the subject.

RENT RESTRICTIONS ACT (RATE REDUCTIONS).

Sir J. NALL (Manchester, Hulme) asked the Minister of Health whether he is aware of the recent decision in the King's Bench Divisional Court, in the case of a tenant named Palmer, whereby a tenant is prevented from receiving the benefit of a reduction in local rates; whether he is aware of the intention of Parliament that tenants should receive the benefit of such reductions in rates; and what steps he proposes to take?

Mr. CLUSE (Islington, S.) asked the Minister of Health whether, in view of the decision of two Judges, sitting as a Divisional Court, that under the Rent Restriction Act a reduction of rates does not legally involve a reduction of rent he will introduce legislation to compel landlords to make such reduction?

Mr. WHEATLEY: I am aware of this decision. I gather that the case may be taken to the Court of Appeal. As I stated on Tuesday last the Government are considering the whole question of rent restriction. (14th February.)

GOVERNMENT BILLS.

Mr. FOOT (Bodmin) asked the Prime Minister (1) if it is the intention of the Government to introduce the Criminal Justice Bill and Administration of Justice Bill during the present Session; (2) Whether the Government intend to take steps during the present Session to consolidate the Law relating to real property?

THE PRIME MINISTER: Yes, Sir.

Mr. FOOT: In reference to the second question, is the right hon. Gentleman aware that the Law of Property Act, passed two years ago, comes into operation on the 1st January next, and if the law is not consolidated in the meantime very serious inconvenience will result?

THE PRIME MINISTER: That is one of the reasons which I had in mind.

COUNTY COURTS BILL.

Captain TERRELL (Henley) asked the Prime Minister whether he proposes to reintroduce in any form the County Courts Bill of the late Ministry; and whether, in view of the urgency of the problem, he will take the earliest action possible to effect an improvement in the condition of these public officials?

The PRIME MINISTER: It is proposed to introduce the County Courts Bill as soon as the exigencies of Parliamentary time permit, and I hope that it may pass into law in the present Session.

LAW OFFICERS (SALARIES AND FEES).

Mr. WRIGHT (Lanark, Rutherglen) asked the Chancellor of the Exchequer the total amount received in fees, in addition to their salaries, by the Attorney-General and the Solicitor-General, respectively, for the years 1919 to 1923, inclusive, and also the total amount of salaries in each case?

Mr. GRAHAM: The figures desired by the hon. Member are as follow:—

Attorney-General.

	Salary.	Fees.		
	£	£	s.	d.
1919–20	7,000	19,512	13	10
1920–21	7,000	27,990	9	7
1921–22	7,000	24,170	13	2
1922–23	7,000	17,278	19	11

Solicitor-General.

	Salary.	Fees.		
	£	£	s.	d.
1919–20	6,000	9,749	6	6
1920–21	6,000	12,928	15	6
1921–22	6,000	9,723	17	0
1922–23	6,000	6,565	2	0

BRIGHTON AND HOVE MAILS (THEFTS).

Mr. RAWSON (Brighton) asked the Postmaster-General how many documents have been lost during the past eighteen months during transit from Brighton and Hove to Somerset House for stamping?

Mr. HARTSHORN: The answer to the hon. Member's question is forty-two. There were two cases of theft of mail bags during the period in question and the documents referred to were among the articles stolen.

FRIENDLY SOCIETIES ACT, 1896.

Sir KINGLSEY WOOD (Woolwich, W.) asked the Prime Minister whether he proposes to introduce legislation amending the Friendly Societies Act, 1896, so as to bring it in conformity with s. 4 of the Industrial Assurance Act, 1923?

Mr. GRAHAM: I have been asked to reply. The Government propose to introduce in another place at an early date a Bill to deal with this matter?

TREATIES (RATIFICATION).

Mr. MOREL (Dundee) asked the Prime Minister whether it is his intention to make a rule of always submitting treaties with Foreign Powers to this House before ratification, and of giving ample time for an examination of the implications of such treaties before they actually come before the House for discussion; and whether time can be given for the submission to the House of a Motion for making this practice the recognised usage of the House, and for ensuring that no diplomatic arrangement, or verbal or written understanding with a foreign State involving military obligations, shall be undertaken, or preparations for co-operation in war between the military and naval staffs and the military and naval staffs of a foreign State, shall be sanctioned without the express authority of Parliament?

The PRIME MINISTER: This subject is at present being enquired into. In my speech on the 12th instant I made some reference to it, and I hope I may be in a position to indicate a little more fully the attitude of His Majesty's Government on the points raised when introducing the Bill for carrying into effect the Treaty of Lausanne. (18th February.)

ARTICLED CLERKS (STAMP DUTIES).

Lieut.-Colonel HODGE (Preston) asked the Chancellor of the Exchequer if he can see his way to dispense with the necessity for revenue stamping all documents now required to be stamped by entrants into certain of the professions, such as the £80 stamp now required to be affixed on articles of clerkship entered into with a solicitor, etc.?

Mr. SNOWDEN: I am not able to entertain the suggestion made by the hon. Member.

Lieut.-Colonel HODGE: Is the right hon. Gentleman aware that the necessity for paying these stamps and similar duties acts as a direct Government penalty on the sons of poor parents?

Mr. SNOWDEN: I am afraid that all taxation is a hardship in some cases, but there has been, I understand, hardly any demand at all for either the reduction or the abolition of this tax.

STAMP DUTY.

Sir F. WISE (Ilford) asked the Chancellor of tle Exchequer the amount received from the stamp duty on foreign marketable securities to bearer for the years 1923, 1922, 1921?

Mr. SNOWDEN: The approximate receipt of Stamp Duty from foreign marketable securities to bearer (at the rate of 40s. per cent.) has been as follows:

Year.	£
1921-22	650,000
1922-23	1,215,000
1923-24 (nine months to December)	750,000

PROBATION SYSTEM.

Mr. C. WILSON (Leeds, Central) asked the Under-Secretary of State for the Home Department how many benches of justices have and how many have not appointed probation officers; and whether any annual report on the working of the probation system is or can be published?

Mr. DAVIES: The latest return shows that out of 1,029 Petty Sessional Divisions in England and Wales, about 180 have no probation officers. A Report on the working of the probation system was published last April as Part III of the Report of the Chirdren's Branch of the Home Office. (19th February.)

Bills Introduced.

Unemployment Insurance Bill—"to repeal proviso (2) to Section two of the Unemployment Insurance Act, 1923": Mr. Shaw. [Bill 40.] (13th Feb.)

Bona Fide Travellers Bill—"to amend the Law relating to the sale and supply of intoxicating liquor to *bona fide* travellers": Mr. Samuel Roberts. [Bill 42.] (19th Feb.)

Motion.

13th February. Protection of Home Industries.—Mr. Wardlaw Milne moved:—

"That in view of the conditions obtaining in foreign countries, it is necessary to safeguard more effectively industries in this country which are or may be seriously affected thereby and, with the object of providing increased employment, it is desirable to appoint an expert Committee to inquire into the most effective way of dealing with this problem." After debate rejected by 290 to 103.

Bills under Consideration.

15th February—Temperance (Water) Bill. Second Reading moved by Mr. Morris. After debate, Closure rejected by 229 to 201. Debate adjourned.

18th February—Unemployment Insurance Bill. This Bill proposes to amend the Unemployment Insurance Act, 1923.

Proviso (2) to s. 2 of that Act is as follows:—

"Where benefit so authorizes as aforesaid has been received by any person in the first benefit year for periods amounting in the aggregate to twelve weeks, that person shall cease to be qualified for the receipt of benefit in that benefit year until the expiration of three weeks from the date on which the last period in respect of which benefit was payable ended."

The effect of this proviso is to impose a "gap" of three weeks without benefit on insured persons who have drawn uncovenanted benefit (*i.e.*, benefit beyond that due in respect of contributions) for twelve weeks. The Bill proposes to abolish this gap in benefit by repealing the proviso. The provisions of the Bill are to come into force as from Thursday 21st February, 1924.

The Second Reading was moved by the Minister of Labour (Mr. T. Shaw) who said that he had under consideration a Bill for the enlarging of the present Unemployment Insurance Act, but, since it would be technical and difficult to draft, he was unable for the moment to present it. The present Bill was one merely to deal with a pressing and immediate difficulty. After debate, the Bill was read a Second time without a division, and committed to a Committee of the Whole House.

19th February. Unemployment Insurance Bill.—Considered in Committee, reported without Amendment, and read a Third time and passed.

New Orders, &c.

County Court Changes.

In pursuance of a scheme for dealing witb the increase of work in the Metropolitan County Courts, the Lord Chancellor has made the following alterations in the Circuits of County Court Judges, which will have effect from the 19th day of January, viz.:—

The appointment of Judge Bairstow to be the Judge of Uxbridge County Court (Circuit 34) and to be additional Judge at Bow, Clerkenwell, Marylebone, Shoreditch, Westminster, Whitechapel and Greenwich and Woolwich.

The appointment of Leonard Mossop, Esquire, to be the Judge of the County Courts on Circuit 12 (Bradford etc.), in the place of Judge Bairstow.

The transfer of the following County Courts from one Circuit to another, viz.:—

Uxbridge from Circuit 46 to Circuit 34.

Todmorden from Circuit 7 to Circuit 12.

21st January.

New Trustee Stock.

NOTICE.

COLONIAL STOCK ACT, 1900.

(63 AND 64 VICT., CH. 62.)

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned stock registered or inscribed in the United Kingdom:—

Southern Rhodesia 5 per cent. Inscribed Stock, 1934-49.

The restrictions mentioned in Section 2, Sub-section 2, of the Trustee Act, 1893, apply to the above stock (see Colonial Stock Act, 1900, Section 2).

Societies.

United Law Society.

A Meeting was held in the Middle Temple Common Room on Monday, the 11th inst., Mr. B. A. Elliman in the chair.

Mr. W. E. Watson moved: "That the case of *Nixon* v. *Erith District Council*, 1924, 1 K.B. 87, was wrongly decided."

Mr. S. E. Redfern opposed.

There also spoke: Messrs. G. G. Beazley, H. S. Wood-Smith, G. B. Burke, L. F. Stemp, C. E. Smalley-Baker and J. W. Morris.

The motion was lost by five votes.

The next meeting is on Monday, the 25th inst.

The Annual Dinner was held at The Café Monico on Monday, the 28th ult. The Right Hon. Lord Blanesburgh, G.B.E., presided.

The following toasts were honoured, in addition to the loyal toasts:—

"His Majesty's Judges," proposed by Mr. R. C. Nesbitt, M.P., and responded to by the Rt. Hon. Lord Justice Atkin.

"The Legal Profession," proposed by Mr. W. B. Maxwell, and responded to by the Earl of Halsbury, K.C., and Mr. J. R. Yates.

"The United Law Society," proposed by the Chairman, and responded to by Mr. B. A. Elliman.

"The Visitors," proposed by Mr. C. Willoughby Williams, and responded to by Mr. Charles Norden.

"The Chairman," proposed by Mr. C. E. Smalley-Baker, and responded to by Lord Blanesburgh.

There were eighty-three present.

Law Students' Journal.

Sheffield and District Law Students' Society.

A meeting of the Society was held in the Law Library, Bank-street, Sheffield, on Tuesday, the 5th inst., with Mr. H. R. Bramley in the chair.

The subject of the debate was as follows:—

"A dwelling-house in an English provincial town was let on a lease to a practising doctor at £68 per annum and rates for a term of seven years which expired 1st January, 1918. The house remained empty till July, 1918, when it was let at £40 per annum and rates, the tenant using it as a temperance hotel. In December, 1921, the tenant received a good notice to quit expiring in July, 1922, together with an intimation that if he remained on as a tenant he must do so at the 'standard rent' of £68 per annum, and subsequently was given notices of permitted increases, bringing the new rent up to £95 per annum.

"The tenant refused to quit or to pay the new rent demanded. The landlord therefore claimed possession.

"Is the landlord within his rights, and is the tenant failing to pay 'rent lawfully due' under the Rent, &c., Restrictions Acts, 1920 and 1923?"

Mr. F. J. Kershaw, supported by Mr. T. H. C. Penhale, led on behalf of the affirmative, and Mr. A. D. Slater, supported by Mr. R. S. Pennington, led on behalf of the negative. On the debate being thrown open, an interesting discussion took place in which all members present, except one, participated. After an excellent summing up by the Chairman, the question was put to the vote, when it was answered in the affirmative by nine votes to two.

The Annual Dance of the Society was held on Friday, the 8th inst., at the Nether Edge Hall. Many law students and their friends were present and enjoyed a delightful evening.

Law Students' Debating Society.

At a joint debate held at University College, Gower Street, with the University of London Faculty of Laws Society, on Tuesday, the 5th day of February, 1924 (Chairman, Mr. V. R. Aronson). The subject for debate was:—"That, in the opinion of this House, present methods of litigation fail to secure the due administration of justice." Mr. Osborne, of the University of London, opened in the affirmative, and Mr. W. S. Jones (L.S.D.S.), opened in the negative. The following members also spoke: Messrs. I. R. Amphlett, H. Shanly, J. W. Morris, C. W. Docking, and J. H. G. Buller. The opener having replied, the motion was carried by the chairman's casting vote.

At a meeting of the Society held at The Law Society's Hall on Tuesday, the 19th inst. (Chairman, Mr. J. W. Morris), the subject for debate was: "That this House regards with alarm the present state of Anglo-French relations." Mr. R. D. C. Graham opened in the affirmative. Mr. P. R. Oliver opened in the negative. The following members also spoke: Messrs. J. H. G. Buller, V. R. Aronson, J. F. Chadwick, J. R. Amphlett, B. J. B. Ezard Davies, H. T. Cooper, Noel Berridge and Mr. Sherwell. The opener having replied, the motion was carried by five votes.

The secretaries wish to draw the attention of your readers to the fact that ladies are now eligible as members of this Society.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 6th March.

	Middle Price. 20th Feb.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	56¼	4 8 6
War Loan 5% 1929-47	100½	5 0 0
War Loan 4½% 1925-45	96½	4 13 0
War Loan 4% (Tax free) 1929-42	102½	3 18 0
War Loan 3½% 1st March 1928	95½	3 13 0
Funding 4% Loan 1960-90	87	4 12 0
Victory 4% Bonds (available at par for Estate Duty)	90¼xd.	4 8 0
Conversion 3½% Loan 1961 or after ..	75⅞	4 12 0
Local Loans 3% 1912 or after	64½	4 13 6
India 5½% 15th January 1932	99¾	5 10 6
India 4½% 1950-55	84½	5 7 0
India 3½%	64½	5 9 0
India 3%	55¾	5 8 0
Colonial Securities.		
British E. Africa 6% 1946-56	109½xd.	5 9 6
Jamaica 4½% 1941-71	94½	4 15 0
New South Wales 5% 1932-42	98½	5 1 6
New South Wales 4½% 1935-45	91	4 19 0
Queensland 4½% 1920-25	98½	4 11 6
S. Australia 3½% 1926-36	83½	4 3 0
Victoria 5% 1932-42	100¾	4 19 6
New Zealand 4% 1929	95¼	4 4 0
Canada 3% 1938	81½	3 15 0
Cape of Good Hope 3½% 1929-49	80½	4 7 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63¼	4 15 0
Birmingham 3% on or after 1947 at option of Corpn.	64	4 13 6
Bristol 3½% 1925-65	75½	4 13 0
Cardiff 3½% 1935	86	4 1 6
Glasgow 2½% 1925-40	73½	3 8 0
Liverpool 3½% on or after 1942 at option of Corpn.	74½	4 14 0
Manchester 3% on or after 1941	64½	4 13 0
Newcastle 3½% irredeemable	74	4 15 0
Nottingham 3% irredeemable	64	4 14 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	80½	4 7 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	82½	4 17 0
Gt. Western Rly. 5% Rent Charge ..	102	4 18 0
Gt. Western Rly. 5% Preference	101	4 19 0
L. North Eastern Rly. 4% Debenture ..	81½	4 18 0
L. North Eastern Rly. 4% Guaranteed ..	80½	4 19 0
L. North Eastern Rly. 4% 1st Preference	80	5 0 0
L. Mid. & Scot. Rly. 4% Debenture ..	82	4 17 6
L. Mid. & Scot. Rly. 4% Guaranteed ..	81½	4 18 0
L. Mid. & Scot. Rly. 4% Preference ..	80	5 0 0
Southern Railway 4% Debenture ..	81	4 19 0
Southern Railway 5% Guaranteed ..	101	4 19 0
Southern Railway 5% Preference ..	99½	5 0 6

Mr. Thomas Phelps, of Onslow-gardens, Kensington, S.W., and late of Northington, Southampton, formerly senior partner in Messrs. Phelps, Sidgwick and Biddle, solicitors, Aldermanbury, E.C., who died on 5th December, left a fortune of £233,360, with net personalty £232,251. He left £100 to the Solicitors' Benevolent Institution and £100 to the United Law Clerks' Society.

Obituary.

Sir R. B. Dyke Acland, K.C.

We regret to record that Sir Reginald Brodie Dyke Acland, K.C., Judge Advocate of the Fleet, died on Monday in London at the age of sixty-seven. He was working in London till Wednesday last week, when he was taken ill with pneumonia.

A man of wide interests, always ready to give his personal help to any individual or cause, Acland, says *The Times*, brought with him not only common sense and discretion, but abilities of no mean order and thoroughness and energy that could not be surpassed. He was always interested in the sea and naval matters, and found his work as Junior Counsel to the Admiralty, and afterwards, when he "took silk," as Judge Advocate of the Fleet, thoroughly congenial to him. He gave to the innumerable but sometimes apparently small matters brought before him in the latter position the same attention and patient investigation that he gave to the many very important questions often involved, and to every matter that he took up, professionally or otherwise. He served for many years on the Bar Council and on the Committee of the Barristers' Benevolent Association, but his interests were not confined to his own profession, as many among a wide circle of friends will gratefully remember. For many years his home has been at Cold Ash, near Newbury, where he rejoiced in his garden and carpenter's shop, in both of which his skill and knowledge were almost professional.

A member of the ancient Devonshire family of Acland, he was a first cousin of the Right Hon. Sir A. H. D. Acland, the present baronet of Columb John. The fifth son of Sir Henry Wentworth Acland, M.D., F.R.S., first baronet of Oxford, who was for many years Regius Professor of Medicine at Oxford, he was a brother of Admiral Sir W. A. Dyke Acland, Bt., and of Dr. Theodore Dyke Acland, the eminent physician. Born on 18th May, 1856, he was sent to Winchester, and went up to University College, Oxford, where he obtained honours in classical moderations and in the final school of law. He was called to the Bar by the Inner Temple, of which he was elected a bencher in 1915, and went the Oxford Circuit. From 1897 to 1904, when he "took silk," he was junior counsel to the Admiralty, and was then appointed Judge Advocate of the Fleet. He was counsel for Great Britain at the North Sea Inquiry in 1905. In 1901 he was appointed Recorder of Shrewsbury, and was transferred to Oxford in 1903.

Sir Reginald, who was knighted in 1914, was formerly treasurer of the Barristers' Benevolent Association, and had also taken an active interest in hospital work, having been for eight years chairman of the Hospital Saturday Fund. In Berkshire he will be much missed. He took a great interest in hospital work in the district of Newbury and also in all county affairs, being chairman of Quarter Sessions. A fortnight ago he presided at a meeting of the village sports club. He married in 1885 Helen, daughter of the Rev. Thomas Fox, rector of Temple Combe, Somerset; she survives him with two sons and two daughters.

Legal News.

Information Required.

CHALMERS, FREDERICK CHARLES, of Richmond Lodge, Richmond-road, Worthing, formerly of 4, Gordon-villas, Gordon-hill, Enfield; Parkfield, Blackborough-road, Redhill; Rosebank, Furze-lane, Purley; and of Messrs. Crockers & Sons, Friday-street, E.C., who died on the 7th day of January, 1924.

Any solicitor or other person having prepared or having any knowledge of a Will of the above-named deceased are requested to communicate with Messrs. Charles & Malcolm, Solicitors, Worthing.

In the High Court of Justice, Probate Division (The Principal Registry).—**LADY ALBERT (GRACE) LEVESON GOWER, Deceased.** The above Lady having died on the 26th day of December, 1923, and it being necessary to ascertain whether the deceased made a Will since the year 1876, any person having in his or her possession a Will made by the deceased since that year is requested to communicate with Messrs. Nicholl, Manisty & Co., 1, Howard-street, Strand, London, W.C.2.

Honours and Appointments.

Mr. J. C. Fenton, K.C., has been appointed to be Solicitor-General for Scotland. Mr. John Charles Fenton was admitted a member of the Faculty of Advocates in 1904, and took silk last year.

Mr. PATRICK HASTINGS, K.C., M.P., Attorney-General, and Mr. HENRY HERMAN SLESSER, K.C., Solicitor-General, have received the honour of Knighthood.

Business Change.

Messrs. SMILES & Co. (J. R. Yates, G. E. S. Davis and W. H. White), of 15, Bedford-row, London, W.C., Solicitors, beg to announce that they have acquired the practice of Messrs. Charles Mylne Barker & Co., carried on at the same address for some fifty years, under which last-mentioned style that practice will be continued.

The following changes in the sittings of magistrates have been made. They are due to the recent retirement, through ill-health, of Mr. E. T. d'Eyncourt, of the Marlborough-street Police Court. Mr. H. L. Cancellor, now at the Marylebone Police Court, goes to Marlborough-street; Mr. J. G. Hay Halkett, of Lambeth, to Marylebone; Mr. Samuel Fleming, of Greenwich and Woolwich, to Lambeth; and Mr. A. J. Tassell, formerly stipendiary at Chatham and Sheerness and now magistrate at Lambeth, to Greenwich and Woolwich.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Feb. 25	Mr. Hicks Beach	Mr. Ritchie	Mr. Jolly	Mr. More
Tuesday 26	Bloxam	Synge	More	Jolly
Wednesday.... 27	More	Hicks Beach	Jolly	More
Thursday 28	Jolly	Bloxam	More	Jolly
Friday 29	Ritchie	More	Jolly	More
Saturday March 1	Synge	Jolly	More	Jolly
Date.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday Feb. 25	Mr. Hicks Beach	Bloxam	Mr. Synge	Mr. Ritchie
Tuesday 26	Bloxam	Hicks Beach	Ritchie	Synge
Wednesday.... 27	Hicks Beach	Bloxam	Synge	Ritchie
Thursday 28	Bloxam	Hicks Beach	Ritchie	Synge
Friday 29	Hicks Beach	Bloxam	Synge	Ritchie
Saturday March 1	Bloxam	Hicks Beach	Ritchie	Synge

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, February 15.

UXBRIDGE THEATRES LTD. March 18. Edmund Birks, 39, Myddleton-rd., Uxbridge.
HULLEY & CO. (SWINTON) LTD. March 25. Ernest Smith, 7, Grimshaw-st., Burnley.
BRITISH BINDERIT CO. LTD. March 21. E. M. G. Ruddock, Binderit Works, Wharf-rd., Wandsworth, S.W.
FATHER CHRISTMAS LTD. March 31. James Rhodes, 109, Colmore-row, Birmingham.
THEATRE-DE-LUXE (SOUTHEND-ON-SEA) LTD. March 15. J. S. B. Hole, Monument-house, Monument-st., E.C.3.
TATTERSALL & SEDGWICK LTD. Feb. 23. John F. Heap, 1, Yorke-st., Burnley.
SANTA CLAUS LTD. March 31. James Rhodes, 109, Colmore-row, Birmingham.

London Gazette.—TUESDAY, February 19.

J. L. PRIESTLEY & CO. LTD. March 12. N. R. Dickinson, 260, Swan-arcade, Bradford.
COTTAMS (LEEDS) LTD. Feb. 29. Joseph Butler, c/o Simpson and Curtis, City-chmbrs., East-par., Leeds.
JOHN HANSON LTD. March 25. Horace Cawood, 68, Eyre-st., Sheffield.
TOWNHEAD MINING CO. LTD. March 31. W. W. Casson 34, Lowther-st., Whitehaven.
THE BRUTON SHIPPING CO. LTD. March 19. F. W. Martin 4, Fenchurch-av., E.C.
FISHER, BROWN & BAYLEY LTD. April 4. R. A. Felton, 131, Edmund-st., Birmingham.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, February 8.

Domestic Science Wares Co. Ltd.
Pendleton Motors Ltd.
The Eureka Coated Board Co. Ltd.
Edgbaston D.S.S. Ivy Leaf Club Ltd.
William Collin & Son Ltd.
Henry & Co. (Photographic Artists) Ltd.
The L. J. Argentine Estates Ltd.
Lillicrest Confections Ltd.
The Pressed Metal Syndicate Ltd.
The Automobile Company of Cardiff Ltd.
Marvella Products Ltd.
Hunwick Brewery Co. Ltd.
Schneider Automobiles Ltd.
Minterne Steamship Co. Ltd.
Wm. Hopwood & Co. Ltd.
Malcolm Pennock Ltd.
Gascoigne & Foster Ltd.
Whiteheads (Rochdale) Ltd.
John Alder Ltd.
The Western Glass Bottle Co. Ltd.
Todmorden Motor Co. Ltd.
Lion Electric Theatres (Rotherhithe) Ltd.
Raleigh Syndicate Ltd.
The Worcester Roller Skating Rink Co. Ltd.
The Simplex Polish Co. Ltd.
Samuel Jackson (Rochdale) Ltd.
British Woollen Trades Export Corporation Ltd.
G. B. Taylor & Son Ltd.

London Gazette.—TUESDAY, February 12.

J. Beach & Co. Ltd.
The Orion Publicity Service Ltd.
Central Motor Co. (Barry) Ltd.
R. H. Barrett Ltd.
Rough & Co. Ltd.
The Beta Trust Ltd.
Reindeer Steamship Ltd.
J. S. Teanby & Son Ltd.
Machinists Ltd.
J. & J. Hopkinson & Co. Ltd.
Mears Ltd.
R. Jasmart Ltd.
Edgar Roscoe & Co. Ltd.
Fanshaw & Shurmer Ltd.
Barnetts (Derby) Ltd.
Wyndham Mining Co. Ltd.
The Saddleworth Carriers Ltd.
The Highworth Motor Hiring Co. Ltd.
Two-in-One Combination Manufacturing Co. Ltd.
Harwood & Coope Ltd.
Felix Macauley Ltd.
Skewen & District Agricultural Association Ltd.

London Gazette.—FRIDAY, February 15.

Hewitt Fletcher Smith Ltd.
Newhaven Silica Co. Ltd.
Alder & Co. Ltd.
Cyanide Vacuum Filter Co. Ltd.
Sunderland Rents & Policies Ltd.
Rumney Steamship Co. Ltd.
Hothersall & Co. Ltd.
Jurgens & Campbell Ltd.
Watson's Advertising Agency Ltd.
Thompson & Clemence Ltd.
Aberdaron Motor Omnibus Co. Ltd.
Magnetic Signs & Carriers Ltd.
C. H. MacGuinness & Co. Ltd.
Alan Bell Ltd.
Tattersall & Sedgwick Ltd.
Uxbridge Theatres Ltd.
The British Chemical Trade Association
United Services (N.F.D.D.S. and S.) Stoke-on-Trent Club Ltd.
British Legion (Lancaster) Club Ltd.
Palace Picture House (Portsmouth) Ltd.
Blascheck Patents Ltd.
John Alder Ltd.
Lassen, Hjort & Menzies Ltd.
The Direct Advertising Co. Ltd.
The British Binderit Co. Ltd.
Colwick Building Co. Ltd.
The Hotel Restaurant and Club Supply Co. Ltd.
J. J. Middleton & Co. (Shaw) Ltd.
The Dusty Miller Sick and Burial Society.
Great Central Haulage Co. Ltd.
V. G. S. Syndicate (1914) Ltd.
Great Yarmouth Steam Drifters Ltd.
Esdaile & Co. Ltd.

London Gazette.—TUESDAY, February 19.

Marjorie Barber & Co. Ltd.
Geo. H. Scorrer Ltd.
J. & C. Black Ltd.
Angus Railway Control Ltd.
H. Vernon Lindsey Ltd.
The Commercial Inn Sick and Burial Society
The General Rice Co. Ltd.
Ramsden Yarn Works Ltd.
Willys-Overland Ltd.
Romney Press Ltd.
The Adams Silent Burglar Alarm Co. Ltd.
Irish Flax Growers & Weaving Co. Ltd.
Walter Newbold & Co. Ltd.
Roundwood Ltd.
Moore & Attwood Ltd.
Preston Steam Navigation Co. (1922) Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, February 15.

ALLAN, CHARLES J., Stoke, Devonport. Plymouth. Pet. Feb. 12. Ord. Feb. 12.
BERLYN, ARTHUR, Manchester, Merchant Shipper. Manchester. Pet. Jan. 18. Ord. Feb. 11.
BURKE, PATRICK, Edlington, near Doncaster, Miner. Sheffield. Pet. Feb. 12. Ord. Feb. 12.
CHURCH, FRANCIS W., Sidcup. Rochester. Pet. Jan. 1. Ord. Feb. 11.
COALE, FRANK W., Reading, Tailor. Reading. Pet. Feb. 11. Ord. Feb. 11.
COPE, MATTHEW, Holborn-viaduct, Civil Engineer. High Court. Pet. Nov. 7. Ord. Feb. 12.
COVINGTON, J., Pudsey. Bradford. Pet. Jan. 3. Ord. Feb. 12.
EMERY, TOM, Strand, Inventor. High Court. Pet. Dec. 19. Ord. Feb. 12.
FROST, WALTER, Romford, Commercial Traveller. Chelmsford. Pet. Nov. 17. Ord. Feb. 12.
GALLINDOSS, AARON, Grafton-st., Dealer in Rugs and Carpets. High Court. Pet. Jan 9. Ord. Feb. 13.
GAUNT, REGINALD H., Preston, Auctioneer. Preston. Pet. Feb. 9. Ord. Feb. 9.
GILBERT, WILLIAM, Ipswich, Furnisher. Ipswich. Pet. Feb. 9. Ord. Feb. 9.
GOTT, SARAH H., Craven-rd., Paddington, Restaurant keeper. High Court. Pet. Feb. 11. Ord. Feb. 11.
GRAINGER, CHARLES, Shirebrook, Derbyshire, Decorator. Nottingham. Pet. Feb. 13. Ord. Feb. 13.
HIGNETT, THOMAS, Liverpool, Metal Merchant. Liverpool. Pet. Feb. 12. Ord. Feb. 12.
HILL, SAMUEL, Padiham, Baker. Burnley. Pet. Feb. 11. Ord. Feb. 11.
HILL, JOHN, Rochdale, Engineer. Rochdale. Pet. Feb. 13. Ord. Feb. 13.
JONES, JAMES M., Great Portland-st., Theatrical Tutor. High Court. Pet. Feb. 11. Ord. Feb. 11.
JONES, ISAAC, Llandwrog, Grocer. Bangor. Pet. Feb. 11. Ord. Feb. 11.
JUDD, HAROLD, Fringford, Oxford, Coal Merchant. Banbury. Pet. Feb. 13. Ord. Feb. 13.
KIRBY, ERNEST, New Conisborough, Draper. Sheffield. Pet. Jan. 21. Ord. Feb. 11.
LEVY, REBEKAH, West Hartlepool, Ladies' Outfitter. Sunderland. Pet. Jan. 28. Ord. Feb. 13.
MINCHIN, FREDERICK F., Hayward's Heath. Brighton. Pet. Jan. 2. Ord. Feb. 12.
NORSWORTHY, FREDERICK W., Millom, Cumberland, Draper. Whitehaven. Pet. Feb. 12. Ord. Feb. 12.
PARTON, WILLIAM, Ketley-bank, Salop, General Dealer. Shrewsbury. Pet. Feb. 12. Ord. Feb. 12.
PERKINS, ARTHUR, Brighton, Builder. Brighton. Pet. Feb. 11. Ord. Feb. 11.
PICKERILL, OLIVER, Ombersley, Licensed Victualler. Worcester. Pet. Feb. 1. Ord. Feb. 12.
QUINN, RAYMOND C. and SEATON, WILLIAM G., Letchworth, Builders. Luton. Pet. Feb. 11. Ord. Feb. 11.
ROBERTS, ROBERT J., Llanllyfni, Baker. Bangor. Pet. Feb. 13. Ord. Feb. 13.
ROLLITT, THORP, Blankney, Lincs, Farmer. Nottingham. Pet. Feb. 9. Ord. Feb. 9.
ROSENTHALL, CYRIL, Liverpool, Hatter. Liverpool. Pet. Jan. 23. Ord. Feb. 13.
RYDEN, F. H. Urmston. Salford. Pet. Jan. 22. Ord. Feb. 11.
SCALES, GEORGE, SCALES, REGINALD, Letchworth, and BRAGG, GEORGE E, Letchworth, Builders. Luton. Pet. Feb. 12. Ord. Feb. 12.
SCARBOROUGH, GEORGE W., Cosby, Leicester, Licensed Victualler. Leicester. Pet. Feb. 11. Ord. Feb. 11.
SENIOR, JOSEPH, Radcliffe, Lancs, Dyer. Bolton. Pet. Feb. 12. Ord. Feb. 12.
SEXEY, NORMAN S., Oldham, Cinema Proprietor. Oldham. Pet. Feb. 11. Ord. Feb. 11.
SHEDDICK, FRANCIS, Risca, Mon, Baker. Newport (Mon). Pet. Feb. 11. Ord. Feb. 11.
SHELTON, FRANK E., Leicester, Hack Master. Leicester. Pet. Feb. 12. Ord. Feb. 12.
SINGLETON, FRANK R., New Romney, Fruiterer. Canterbury. Pet. Feb. 13. Ord. Feb. 13.
SMITH, REGINALD P., Great Grimsby, Tailor. Great Grimsby Pet. Feb. 11. Ord. Feb. 11.
STEEL, HUBERT, Stratford-on-Avon, Painter, Warwick. Pet. Feb. 12. Ord. Feb. 12.
TRAVIS, THOMAS, Shaw, Licensed Victualler. Oldham. Pet. Feb. 11. Ord. Feb. 11.
TRUMAN, PERCY, Burton-on-Trent, Boot Dealer. Burton-on-Trent. Pet. Feb. 11. Ord. Feb. 11.
WALLER, WILLIAM and JEFFS, FRANK W., Luton, Straw Hat Manufacturers. Luton. Pet. Feb. 8. Ord. Feb. 11.
WARWICK, FREDERICK, Lancaster, Machinery Dealer. Preston. Pet. Feb. 13. Ord. Feb. 13.
WATSON, JOHN C., Salford, Licensed Victualler. Salford. Pet. Feb. 12. Ord. Feb. 12.
WHITE, ALFRED H., Coton Clanford, Staffs, Builder. Stafford. Pet. Jan. 21. Ord. Feb. 11.
WOOD, PERCIVAL T., Blaydon, Durham. Baker. Newcastle-upon-Tyne. Pet. Feb. 11. Ord. Feb. 11.
WOOLF, ALFRED and MITCHELL, J. B. M., Furriers, Houndsditch. High Court. Pet. Feb. 1. Ord. Feb. 11.
WORTHINGTON, FRANK, Gawsworth, Chester, Farmer. Macclesfield. Pet. Jan 30. Ord. Feb. 12.
WYER, ALFRED G., Doncaster, Coach Builder. Sheffield. Pet. Feb. 12. Ord. Feb. 12.
WYSARD, WALTER, London Wall. High Court. Pet. Dec. 6. Ord. Feb. 7.

Amended Notice substituted for that published in the *London Gazette* of April 10, 1923.
DONNALLY, JOSEPH, Dentist, Nottingham. Nottingham. Pet. Dec. 6, 1922. Ord. April 5, 1923.

Amended Notice substituted for that published in the *London Gazette* of Feb. 12, 1924.
REID, HAROLD, Swansea, Draper. Swansea. Pet. Jan. 8. Ord. Feb. 7.

HOSPITALS AND CHARITABLE INSTITUTIONS.

BRITISH HOME
AND HOSPITAL FOR
INCURABLES.
Crown-lane, Streatham, London, S.W.16.

Founded for the Relief of Sufferers of the MIDDLE CLASSES.

LEGACIES, SUBSCRIPTIONS, and DONATIONS

much needed and earnestly solicited.

Patroness—HER MAJESTY QUEEN ALEXANDRA.
Patron—HIS ROYAL HIGHNESS THE PRINCE OF WALES.
President—His Grace The DUKE OF PORTLAND, K.G.
Secretary—EDGAR PENMAN.
OFFICES—72, CHEAPSIDE, LONDON, E.C.2.
Bankers—BARCLAYS BANK LIMITED.

Foundling Hospital

23,749 UNWANTED CHILDREN
have been Maintained, Educated, and made into Useful Citizens.

Help by Donation or Legacy earnestly solicited.
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